

City of Strongsville

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September 17, 2026

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Anthony Zacharyasz, Jr.
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, September 21, 2026**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

Caucus will begin at 7:20 p.m. All committees listed will meet immediately following the previous committee:

7:20 P.M. **Economic Development Committee** will meet to discuss Ordinance Nos. 2026-081 and 2026-093.

Public Service & Conservation Committee will meet to discuss Resolution No. 2026-094.

Finance Committee will meet to discuss Ordinance No. 2026-095 and Resolution No. 2026-096.

7:30 P.M. **Regular Council Meeting**

Any other matters that may properly come before this Council may also be considered.

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 21, 2026 AT 7:30 P.M.
Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – September 8, 2026*
6. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
 - Presentation by The Strongsville St. Francis of Assisi Council of the Knights of Columbus:
 - 2026 Firefighter of the Year: Firefighter Patrick Barrett
 - 2026 Police Officer of the Year: Patrolman Alex Kurowski
 - Presentation of 2026 Strongsville Police Department Recognition Awards:
 - Patrolman Mike Galassi – Compassion
 - Patrolman Matt Zelinsky – Quality Service
 - Patrolman Tommy Lavelle – Blue Collar
 - Detective Steven Vanek – Prosecutor Joseph A. Gambino
 - Patrolman Jake Davis – Life Saving
 - Corrections Officer Sam Smeznik – Life Saving
 - Corrections Officer Jim Schmock – Life Saving
 - Corrections Officer Brett Marcis – Life Saving
 - John Marinin III - Citizen
7. REPORTS OF COUNCIL COMMITTEE:
 - COMMUNICATIONS AND TECHNOLOGY – Roff
 - ECONOMIC DEVELOPMENT – Clark
 - PLANNING, ZONING AND ENGINEERING – Zacharyasz
 - PUBLIC SAFETY AND HEALTH – Kaminski
 - PUBLIC SERVICE AND CONSERVATION – Kosek
 - RECREATION AND COMMUNITY SERVICES – Kosek
 - BUILDING & UTILITIES – Carbone
 - SCHOOL BOARD – Carbone

- SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - FINANCE – Short
 - COMMITTEE-OF-THE-WHOLE – Short
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
- MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:
10. ORDINANCES AND RESOLUTIONS:
- Ordinance No. 2026-081 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT WITH HOWE MUSTANG, LLC, AND DECLARING AN EMERGENCY. *First reading 09-08-26.*
 - Ordinance No. 2026-093 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN EXCLUSIVE SALES LISTING AGREEMENT CONTRACT FOR PROFESSIONAL REAL ESTATE AGENCY, MARKETING AND ADVISORY SERVICES IN CONNECTION WITH THE SALE OF APPROXIMATELY 87.5 ACRES OF CITY-OWNED VACANT INDUSTRIAL LAND FOR ECONOMIC DEVELOPMENT, AND DECLARING AN EMERGENCY.
 - Resolution No. 2026-094 by Mayor Perciak and All Members of Council. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Messer]
 - Ordinance No. 2026-095 by Mayor Perciak AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OH THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2026, AND REPEALING ORDINANCE NO. 2026-057.
 - Resolution No. 2026-096 by Mayor Perciak and All Members of Council. A RESOLUTION ESTIMATING THE AGGREGATE MAXIMUM AMOUNT OF PUBLIC FUNDS TO BE AWARDED AND DESIGNATING DEPOSITORIES FOR ACTIVE AND INTERIM FUNDS OF THE CITY OF STRONGSVILLE FOR A FIVE-YEAR PERIOD COMMENCING MARCH 16, 2026 TO MARCH 17, 2031, AND DECLARING AN EMERGENCY.
11. COMMUNICATIONS, PETITIONS AND CLAIMS:
12. MISCELLANEOUS BUSINESS:
13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 081

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT WITH HOWE MUSTANG, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, Howe Mustang, LLC, an Ohio limited liability company (the “Developer”), currently intends to improve, or cause to be improved, a portion of the existing SouthPark Mall site located on or near 500 Southpark Center, Strongsville, Ohio 44136 and currently known as Permanent Parcel Number 396-24-019 in the records of the Cuyahoga County Fiscal Office (as such parcels may be consolidated or split, the “Project Site”); and

WHEREAS, the Developer intends to improve, or cause to be improved the Project Site by (i) constructing an approximately 77,000 square-foot, four-story, 132-key hotel, and performing certain demolition, grading, and other related site work on the Project Site, all of which are described on the attached *Exhibit A*, together with any additional private improvements (collectively, the “Developer Improvements”), and (ii) constructing the necessary public infrastructure improvements which include the construction, relocation, expansion and installation of utilities, sanitary sewer and water system improvements, storm water retention and flood remediation, the provision of gas, electric and communication service facilities, off-street parking facilities, land acquisition, demolition and site preparation, as well as certain streetscape, lighting, street and sidewalk improvements as further described in more detail on the attached *Exhibit B* (the “Public Improvements” and, together with the Developer Improvements, the “Improvements”) that, once made, will directly benefit the Project Site and other nearby parcels of property, the City, its residents, and the general public, and will aid industry and commerce in the City (collectively, and as further described on the attached *Exhibit A*, the “Project”); and

WHEREAS, the Project will be undertaken pursuant to the terms and conditions of a Project Development Agreement between the City and the Developer (the “Project Development Agreement”); and

WHEREAS, pursuant to Ordinance No. 2026-056, this Council has declared certain public infrastructure improvements described therein to be made which directly benefit the parcel that comprises the Project Site to be Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcel of real property located in the City, and declared the Improvements to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and has provided for the making of service payments in lieu of taxes by the owner of such parcel (the “Service Payments”), and established a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, the Developer, pursuant to the terms and conditions of the Project Development Agreement, has agreed to and shall pay for and construct the Public Improvements with its own funds; and

WHEREAS, after the completion of the Public Improvements, subject to certain conditions in the Project Development Agreement, the City will reimburse the Developer for certain costs of the Public Improvements, but solely from Service Payments received by the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That this Council hereby approves and authorizes the Mayor to enter into the Project Development Agreement, in substantially the form attached as ***Exhibit C***, with such changes that are not materially adverse to the City and not inconsistent with this Ordinance as the Mayor shall approve, which approval shall be evidenced conclusively by the signing of the Project Development Agreement. The Mayor and any other appropriate City officials are each further authorized to provide such information and to execute, certify, or furnish such other documents, certificates, and agreements, and to do all other things that are necessary for, and incidental to, carrying out the provisions of the Project Development Agreement.

Section 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to cause the development of the Project to foster economic development which will create jobs and employment opportunities, and improving the economic welfare of the people of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

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	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Ord. No. 2026-081 Amended: _____
1st Rdg. 09-08-26 Ref: ELON. Dev.
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

Exhibit A

Developer Improvements

Howe Mustang, LLC, an Ohio limited liability company (the “Developer”), proposes to construct an approximately 77,000 square-foot, four-story, 132-key hotel on approximately 1.7 acres of property located near the northeast corner of Howe Road and Royalton Road in the City of Strongsville, Ohio, and generally on the site of the SouthPark Mall (the “Project Site”). The project will include approximately 132 guest rooms, a fitness room, indoor swimming pool, lobby and meeting rooms, 77 outdoor parking spaces, along with all related site improvements and landscaping.

All of the above-referenced improvements will require extensive upgrades to the existing infrastructure on the Project Site, which are inadequate to service the project. Developer intends to install new utility connections, storm water management systems, construct sanitary sewer and water system improvements, off-street parking facilities, demolition and site preparation, landscaping, lighting, and streetscape and sidewalk improvements.

Developer expects to start construction of the Developer Improvements in September 2026 and the anticipated duration of construction of the Developer Improvements is approximately 16 months.

Attached is a site plan which depicts the proposed development upon completion.

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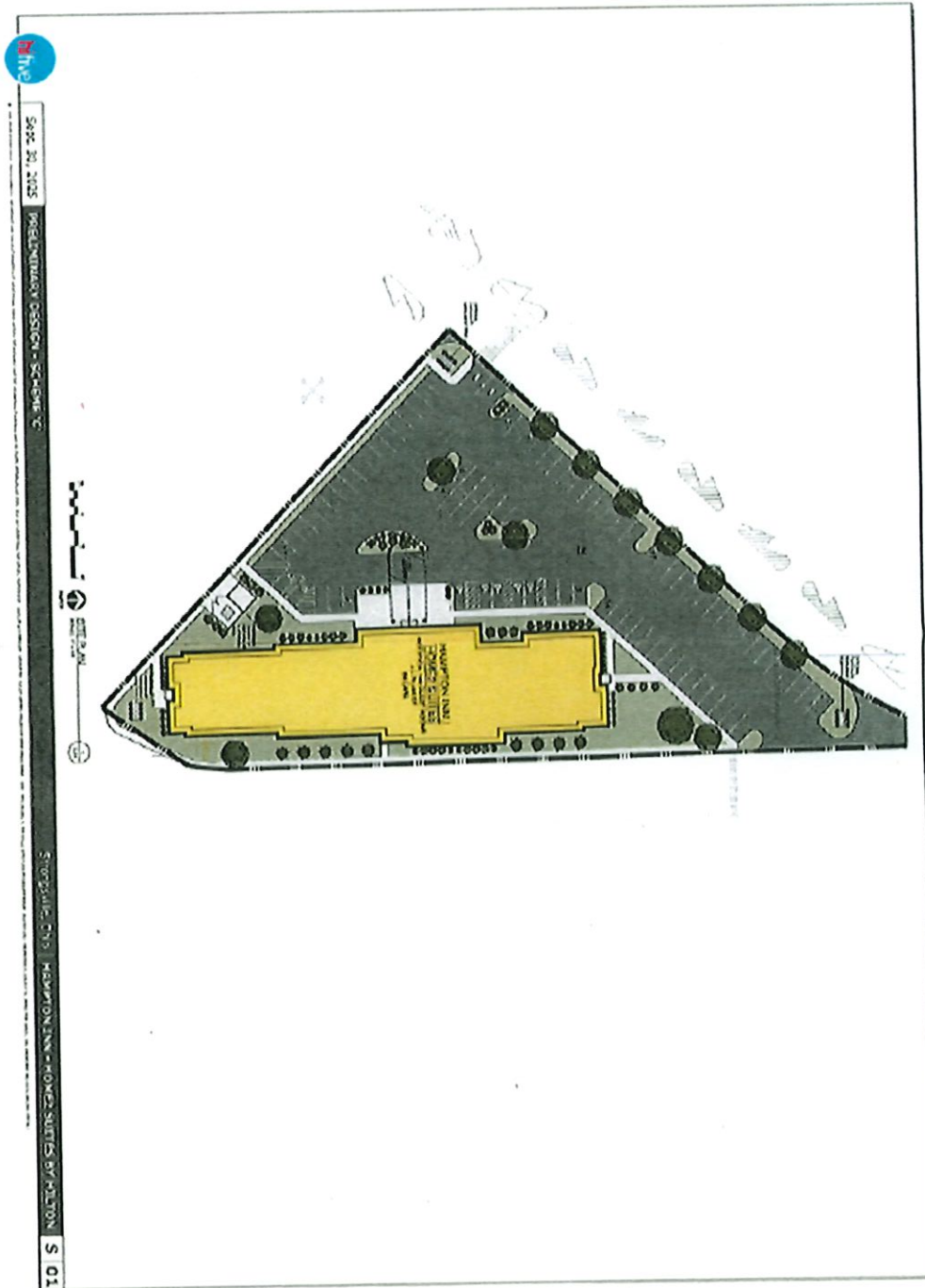


Exhibit B

Public Improvements

The Public Improvements consist of:

(a) Project Site Public Infrastructure Improvements

TIF Funding Estimates SOUTHPARK MALL HOTEL Preliminary Cost Estimates as of 4/27/26					
Category	Description	Quantity	Unit	Unit Price	Total
"Demolition and Environmental Remediation"	Phase 1 Study & Testing	1	Ea	1,950	1,950
	Soil Testing - Geotech	1	Ea	12,900	12,900
	Demolition of Existing Conditions	1	Ea	30,000	30,000
	Erosion Control	2	Acres	2,800	5,600
	Site Work (excavation, fills, grading)	1	LS	300,000	300,000
	Subtotal				\$ 350,450
"water and sewer lines" "stormwater and flood remediation projects necessary for economic development"	Relocate Existing Utilities	1	LS	50,000	50,000
	Hydrants	3	EA	10,000	30,000
	Water Main (incl tees, fittings, reducers)	1	LS	175,000	175,000
	Utilities (storm/sanitary sewer, underdrains, trenching & conduits)	1	LS	611,000	611,000
	Subtotal				\$ 866,000
Public Roads and right of ways/easements	Ring Road Work	1	LS	65,000	65,000
	Concrete - Roads/Sidewalks	1	LS	350,000	350,000
	Mall Parking Lot Improvements	1	LS	85,000	85,000
	Landscaping	1	LS	150,000	150,000
	Lighting	1	LS	125,000	125,000
	Subtotal				\$ 775,000
Planning, Engineering, Professional Fees, and Soft Costs	Civil Engineering	1	Ea	35,000	35,000
	Architectural & Engineering	1	LS	475,000	475,000
	Surveying & Plat Consolidation	1	Ea	5,500	5,500
	Traffic Study	1	Ea	15,000	15,000
	Legal Fees	1	LS	150,000	150,000
	Insurance	1	LS	75,000	75,000
	Interest Expense (@ 7.5%, 16 months)	1	LS	250,000	250,000
	Contingency / General Conditions	1	LS	350,000	350,000
	Financing Costs	1	LS	406,000	406,000
	Subtotal				\$ 1,761,500
	OVERALL TOTAL				\$ 3,752,950

(b) City Public Infrastructure Improvements. The City Public Infrastructure Improvements further include the construction of or improvements to any other public streets (including but not limited to Southpark Center Road, Howe Road, Royaltown Road, Shurmer Road, and Pearl Road), utilities, and public facilities in and around the Project Site or directly benefiting or serving the Project Site, including but not limited to traffic signalization, curbs, sidewalks, lighting, streetscapes, and water and sanitary sewer improvements.

Exhibit C
Project Development Agreement

[See attached]

PROJECT DEVELOPMENT AGREEMENT

between

THE CITY OF STRONGSVILLE, OHIO

and

HOWE MUSTANG, LLC,

Dated

as of

_____, 2026

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Exhibit B	Developer Improvements
Exhibit C	Public Improvements
Exhibit D	TIF Ordinance
Exhibit E	Form of Disbursement Request

Project Development Agreement
(City of Strongsville – South Park Mall Hotel)

This Project Development Agreement (this “Agreement”) is made effective and entered into as of _____, 2026 (the “Effective Date”), between the City of Strongsville, Ohio (the “City”), a municipal corporation and political subdivision organized and existing under the laws of the State of Ohio (the “State”) and its Charter, and Howe Mustang, LLC (the “Developer”), an Ohio limited liability company.

Recitals

A. The Developer has acquired and plans to improve, develop, and redevelop approximately 1.7-acres of property (the “Property”) located on Southpark Center Road and generally on the southeast portion of the SouthPark Mall site in the City and currently known as Permanent Parcel Number 396-24-019 in the records of the Cuyahoga County Fiscal Office (collectively, as such parcel may be consolidated or split, the “Project Site”) and as more particularly described in the legal descriptions and Lot Split Plat attached as *Exhibit A* and *Exhibit A-1*, respectively.

B. The Developer intends to improve the Project Site by (i) constructing an approximately 77,000 square-foot, four-story, 132-key hotel, and performing certain demolition, grading, and other related site work on the Project Site, all of which are described on the attached *Exhibit B* (collectively, the “Developer Improvements”), and (ii) constructing the necessary public infrastructure improvements which include the construction, relocation, expansion and installation of utilities, storm water management systems, sanitary sewer and water system improvements, off-street parking facilities, demolition and site preparation, landscaping, lighting, and streetscape and sidewalk improvements as further described in more detail on the attached *Exhibit C* (the “Public Improvements” and, together with the Developer Improvements, the “Improvements”), and as approved by the City’s Planning Commission, Building Department, Engineering Department and other City boards, commissions and departments (collectively, “City Review & Approval Bodies”). The Public Improvements, once made, will directly benefit the Property, the City, its residents, and the general public, and will aid industry and commerce in the City (collectively, the “Project”).

C. The City has determined that the construction of the Improvements on the Project Site, and the fulfillment generally of this Agreement, are in the best interests of the City and necessary for economic development purposes and the health, safety and welfare of its residents, and are necessary for the purpose of enhancing the availability of hotel rooms for transient guests of the City, supporting international travel to and from the City’s business parks, creating jobs and employment opportunities, and improving the economic welfare of the people of the City, and the acquisition of the Public Improvements will also aid industry and commerce in the City.

D. Pursuant to Ohio Revised Code (the “Revised Code”) Sections 5709.40, 5709.42 and 5709.43 (the “TIF Statutes”), the City Council (the “Council”) passed the TIF Ordinance (as defined below) to exempt from real property taxation the incremental increase in assessed value of the Project Site resulting from the construction of the Improvements and providing: (i) that the Improvements are a public purpose, and designating the Improvements as a public infrastructure improvement benefiting the Project Site; (ii) for the payment of service payments in lieu of taxes

(the “Service Payments”) by the Developer and any successors in interest to the Project Site, as obligations running with the land for the duration of the Covenant Period (as defined below), with respect to the real property comprising the Project Site; (iii) for the use of the Service Payments to pay or reimburse costs of the Public Improvements, as approved by the City.

In consideration of the foregoing Recitals and as an inducement to and in consideration of the conditions and covenants contained in this Agreement, the parties agree as follows:

Article I

The Improvements

Section 1.01 Improvements. The Developer agrees to construct, or cause the construction of, the Improvements, at its own expense, as set forth in the Plans and Specifications (as defined below) as approved by the City Review & Approval Bodies in accordance with Article III of this Agreement. Upon receipt of Service Payments (as defined below) and after making the payments described in Section 2.02, the City will reimburse the Developer for Allowable Costs (as defined below) incurred by Developer for constructing the Public Improvements. The parties acknowledge that the Developer is solely responsible for the Improvements, and the City shall not be a party with respect to any construction or other agreements with respect to the Improvements.

Section 1.02 Job Creation. The Developer anticipates that: (a) during construction of the Improvements, approximately 200 construction jobs will be created; (b) upon completion of the Developer Improvements, approximately 25 jobs will be created, including 12 full time employees; and (c) the Developer Improvements will generate an annual payroll of approximately \$725,000. The City acknowledges that these are Developer’s best estimates based on current information and anticipated usage of the Developer Improvements.

Section 1.03 Public Improvements. The parties acknowledge that the Public Improvements on the Project Site are necessary for the construction of the Developer Improvements and will directly benefit the Project Site and the surrounding area. The Developer shall construct the Public Improvements solely from its own funds. The parties acknowledge that the Developer is solely responsible for the Public Improvements, and the City shall not be a party with respect to any construction or other agreements with respect to the Public Improvements.

Section 1.04 Costs of Improvements. The Developer estimates that the cost of the Improvements shall be approximately \$20,200,000 for the Developer Improvements and approximately \$3,752,950 for the Public Improvements, representing a total investment of approximately \$23,952,950.

Section 1.05 Construction. Construction of the Improvements shall commence no later than April 30, 2027 (“Commencement Date”) and the Improvements shall be substantially complete no later than 24 months following the Commencement Date, subject to the provisions of Article VIII of this Agreement. The Developer shall not commence construction of the Improvements prior to the City’s Review & Approval Bodies approval of the Plans and Specifications.

Section 1.06 Final Completion Certificate. The Public Improvements shall be deemed completed when the Developer shall have provided to the City, and the City shall have approved, a certificate that the Public Improvements are complete and ready for final acquisition and acceptance by the City by dedication (the "Final Completion Certificate"), prepared and signed by an authorized representative of the Developer, which certificate shall provide the following:

- (a) generally describe all property acquired, constructed, installed or otherwise improved as part of the Public Improvements;
- (b) the total costs of constructing the Public Improvements, including a breakdown of the components of the costs of the Public Improvements, in the format attached as *Exhibit C*;
- (c) the date of completion of construction of the Public Improvements;
- (d) that the construction of such Public Improvements has been completed in accordance with the Plans and Specifications, and that all costs then due and payable in connection therewith have been paid, there are no mechanics' liens, and all obligations, costs and expenses in connection with such Public Improvements have been paid or discharged;
- (e) that all other facilities and improvements necessary for the proper functioning of such Public Improvements have been provided and all costs and expenses incurred in connection with such facilities have been paid or discharged, including all punch-list items and any associated retainages;
- (f) that the construction of such Public Improvements and any other facilities described in clause (e) has been accomplished in a manner that conforms to all applicable zoning, planning, building, environmental, and other regulations of each federal, state, county or municipal government, or political subdivision thereof, any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality, or public body, or nay court, administrative tribunal, or public utility (each a "Governmental Authority") having jurisdiction over such Public Improvements;
- (g) that all licenses and approvals for the use and operation of such Public Improvements then required by any Governmental Authority have been obtained; and
- (h) that the construction of such Public Improvements has been accomplished in a manner that permits the City, after dedication to the City and granting of a permanent non-exclusive easement, to use and operate such Public Improvements for the applicable public purposes pursuant to this Agreement.

Section 1.07 Acceptance of Public Improvements. The City has no obligation to acquire and accept the Public Improvements until:

- (a) the Public Improvements are satisfactorily completed in accordance with the Plans and Specifications, as evidenced by the certificate provided by the City Engineer, and are properly acquired and dedicated as public rights-of-way and easements to the City;

(b) the City has received the executed Final Completion Certificate and all documents and instruments to be delivered to the City in accordance with the Plans and Specifications;

(c) the City has received evidence reasonably satisfactory to it that all liens on the Public Improvements, including but not limited to, tax liens then due and payable, the lien of any mortgage, and any mechanics' liens, have been released or, with respect to mechanics' liens, security therefor has been provided;

(d) lien waivers are provided by all contractors and suppliers with respect to the Public Improvements;

(e) the final plat has been submitted to the City for the acceptance of any dedication of any street, improvements, or land for public use and for the acceptance of any easement as required by the City's subdivision regulations and ordinances; and

(f) the satisfaction of all requirements related to the Public Improvements, including platting and dedication requirements, as provided in the City's Codified Ordinances and other City regulations.

The City agrees to accept and acquire the Public Improvements by dedication or otherwise, and the rights-of-way allocable thereto, promptly upon (and in any event within 90 days after) the satisfaction of the conditions listed in this Section 1.07. The City agrees to provide the Developer with an exemption certificate for sales and use tax in connection with the construction of the Public Improvements. The City's acquisition and acceptance of the Public Improvements, however, does not relieve the Developer of its responsibility for defects in material or workmanship.

Section 1.08 Compliance with Laws, Rules and Regulations. The Developer and its respective officers, agents, employees and any other persons over whom the Developer has control, shall comply with all present and future laws and ordinances of the City, Federal, State and other local governmental bodies, applicable to or affecting directly or indirectly the Developer or its operations and activities on or in connection with the construction and operation of the Improvements.

Section 1.09 Insurance. Developer shall purchase from, and, until dedication to and acceptance by the City of the Public Improvements, maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the Public Improvements are located, comprehensive general liability insurance, for property damage and personal injury or death, which may be provided by umbrella or excess liability policies, and worker's compensation insurance (including employer's liability insurance), for all employees, if any, of the Developer and for all employees, if any, of the Developer's agent(s) and the contractor(s) and subcontractor(s) engaged on or with respect to the Public Improvements or the construction, installation, equipping and improvement of the Project, in such amounts as are established by law; provided that, the Developer may satisfy the requirements of this Section with respect to employees of the Developer's agents, and the contractors and subcontractors, through separate policies provided by each agent or contractor.

Section 1.10 Prevailing Wage—Public Improvements. The Developer shall require that all wages paid to laborers and mechanics employed in connection with the construction of the Public Improvements shall be paid at not less than the prevailing rates of wages for laborers and mechanics for each class of work called for by the Public Improvements, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates. To the extent required by law, the Developer shall comply, and shall require compliance by all contractors or subcontractors working on the Public Improvements, with all applicable requirements of Sections 4115.03 through 4115.16, Ohio Revised Code and Section 210.11 of the City’s Codified Ordinances. In furtherance thereof, the Developer shall be responsible for (a) obtaining from the Ohio Department of Commerce, Wage and Hour Division, its determination of the prevailing rates of wages to be paid for all classes of work called for by the Public Improvements, (b) obtaining the designation of and/or providing for a Prevailing Wage Coordinator for the Public Improvements pursuant to Section 4115.032, Ohio Revised Code, and (c) ensuring that all contractors and subcontractors receive notification of changes in prevailing wage rates as required under Section 4115.05, Ohio Revised Code. At such time as the City requests, the Developer shall be required to provide the City with evidence, reasonably satisfactory to the City, that there has been compliance with the foregoing requirements. The Developer agrees that it shall require that representatives of the City have access to each contractor’s personnel and all documents pertaining to the Public Improvements and that such representatives shall have access to the Public Improvements, in each case to the extent as may be necessary to monitor and review compliance with this subsection, but that the City shall not be liable for any failure to comply with this subsection. The Developer shall cooperate fully with representatives of the City in carrying out such tasks.

Article II

Tax Increment Financing; Service Payments

Section 2.01 TIF Ordinance. The TIF Ordinance, a copy of which is attached to this Agreement as ***Exhibit D***, provides for the following with respect to the Project Site: (a) declares the Improvements (as defined in Section 5709.40 of the Revised Code) to the Project Site to be a public purpose for purposes of Section 5709.40 of the Revised Code; (b) requires the Developer, its successors or assigns, and any current or future owners of the Project Site and any current or future lessors, lessees, or owners of the Project Site (hereinafter collectively referred to as the “Owners” and individually as an “Owner”) of the Project Site to make service payments to the County Treasurer in lieu of taxes (the “Service Payments”) to finance the costs of the Public Improvements; and (c) establishes the South Park Mall Hotel Public Improvement Tax Increment Financing (“TIF”) Fund (“TIF Fund”). The Developer acknowledges that the Project Site was previously included in a TIF under City Ordinance No. 2007-215 (the “Original TIF”). At the request of the Developer, the City will cooperate on the process to remove the Project Site from the Original TIF in accordance with Ordinance No. 2026-055 passed by City Council on July 27, 2026 (the “Removal Ordinance”).

Section 2.02 Service Payments; Disbursements from the TIF Fund.

(a) The City shall use the Service Payments actually received by the City (net of any fees imposed by the Cuyahoga County Fiscal Officer) during the period that the Project Site is

exempt from real property taxation first to pay out-of-pocket expenses of the City, including the payment or the reimbursement to the City of the payment of reasonable fees of Calfee, Halter & Griswold LLP, special counsel to the City, incurred in connection with the passage of the TIF Ordinance, the preparation and review of the Development Agreement and all documents and instruments related to the TIF, and the administration of the TIF Fund, and then to reimburse the Developer for Allowable Costs (defined below) of the Public Improvements. The period of exemption shall continue until the maximum period permitted by TIF Ordinance (but in no event later than 30 years after the commencement date of the TIF). If, for any reason, the exemption from real property taxation ends prior to the full reimbursement of the Developer for the Allowable Costs of such Public Improvements, the City shall have no further liability to the Developer for reimbursement.

(b) After completion of the Public Improvements and acceptance of the dedication of the Public Improvements, Developer shall certify the Allowable Costs of the Public Improvements it has incurred to the City for reimbursement using the form attached as *Exhibit E*. The City shall review Developer's certification to confirm the calculation of the Allowable Costs and the ability to provide payments of such Allowable Costs from the TIF Fund under Ohio law. Once confirmed, the City shall disburse the amounts in the TIF Fund to or at the direction of the Developer twice a year (after the payment of any fees and expenses incurred by the City as described in (a) above), within 60 days of the City's actual receipt of Service Payments from the County, up to the amount of the Allowable Costs as certified and agreed upon by the City and the Developer. At such time as the aggregate of all disbursements from the TIF Fund have paid the Allowable Costs in full, the City shall notify the Developer and shall not have any further obligation to reimburse Developer for the Allowable Costs. The Developer agrees to promptly repay any amounts erroneously paid by the City to the Developer in excess of the Allowable Costs upon written notice of the same by the City. Developer certifications of Allowable Costs in accordance with this paragraph must be submitted no later than December 31, 2028, unless otherwise extended by the City.

(c) The Developer acknowledges that funds in the TIF Fund will not be available until (i) after the completion of the construction of the Improvements and subsequent reassessment of the taxable real property valuation of the related portion of the Project Site by the Cuyahoga County Fiscal Officer, (ii) approval of the TIF by the State Department of Taxation, and (iii) receipt of the Service Payments from the Cuyahoga County Fiscal Officer.

(d) The City is not required to reimburse the Developer for any Allowable Costs under this Agreement while an Event of Default by the Developer exists and is continuing under this Agreement. The City does not assume, and is expressly released and discharged by the Developer from, any and all liability or responsibility whatsoever that might or could arise out of the method, manner, or application of such disbursements from the TIF Fund in accordance with this Agreement, the Plans and Specifications, or any of the document related thereto, or as to any liens whatsoever that might attach to or be filed against the Project or the Public Improvements or the TIF Fund other than as relate to the City's willful misconduct, grossly negligent acts, wrongful withholding of approval or material breach of obligations under this Agreement, the Plans and Specifications, or any of the document related thereto. The Developer acknowledges that it has no right to funds in the TIF Fund other than as arise under this Agreement.

(e) Notwithstanding anything to the contrary contained in this Agreement, (i) the City's obligation to reimburse the Developer for Allowable Costs of the Public Improvements, and (ii) any other obligation of the City arising out of this Agreement, shall not constitute a debt or pledge of the faith and credit of the City, and the City shall have no obligation to pay the Developer other than from Service Payments received by the City. The Developer acknowledges that the disbursements from the TIF Fund may not be adequate to fully repay the Developer all of the Allowable Costs

(f) For purposes of this Agreement, the term "Allowable Costs" means all amounts paid by the Developer within the categories encompassed by the line items of the TIF Funding Estimates for the Public Improvements described in *Exhibit C* and in accordance with this Agreement and shall also include, in any event, whether or not included in the foregoing, all "hard costs" and "soft costs" and all costs of designing, constructing, permitting, equipping, and completing the Public Improvements, including without limitation, all other costs of construction, interest, taxes, if any, insurance, fees for architects, engineers, attorneys, accountants and consultants and other related expenses attributed to the Public Improvements. To the extent that any portion of the Allowable Costs were paid by the Developer to any affiliate or related entity of the Developer, the Developer represents and warrants that such amounts will not be greater than the amounts that would have otherwise been paid for the same services, materials or expenses in an arms' length transaction between the Developer and an unrelated third-party.

Notwithstanding anything to the contrary in this Agreement, in no event shall the amount of Allowable Costs of the Public Improvements to be reimbursed by the City from money in the TIF Fund exceed \$3,752,950.

Section 2.03 Covenant to Make Service Payments. Developer agrees for itself and its successors and assigns and any future Owners of the Project Site to make Service Payments pursuant to the terms and conditions of this Agreement from the effective date of the exemption granted by the TIF Ordinance through the end of the exemption period as described in Section 2.02 of this Agreement (the "Covenant Period").

Section 2.04 No Contests of Assessed Valuation. Developer agrees, for itself and its successors and assigns and any future Owners of the Project Site, from and after the first full year following the completion of the Developer Improvements, not to contest the assessed valuation of the Project Site below a fair market value of \$14,000,000, as determined by the Cuyahoga County Fiscal Office, throughout the term on the Covenant Period.

Section 2.05 Declaration of Covenants Run with the Land. It is agreed that the covenants provided in Section 2.03 of this Agreement shall run with the land, and in any event and without regard to technical classification, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, against the Developer, and any successors and assigns and any future Owners of the Project Site, including without limitation any grantee in a conveyance of the Project Site through judicial process and, to the extent permitted by law, without expiration, until the expiration of the Covenant Period. These covenants, however, shall run with the land during the Covenant Period and be binding whether or not this Agreement remains in effect or whether or not this provision is included in any

succeeding agreement, deed or lease with the Developer or its successors or assigns or any future Owner. The Developer agrees to prepare, execute and deliver one or more Declarations of Restrictive Covenants in form reasonably satisfactory to the City for recording in the Cuyahoga County Fiscal Officer's office, evidencing the obligations of the Developer and its successors and assigns, and any future Owner having an interest in the Project Site, or a portion thereof, to make Service Payments.

It is further agreed that the covenants provided in Section 2.03 shall be binding on the Developer, or any successor or assign and any future Owner, only for that period that such person or entity has title to, an interest in, or possession or occupancy of the Project Site, or a portion thereof.

Section 2.06 Priority of TIF Exemption. The City and the Developer acknowledge and agree that the exemption from real property taxation for the Improvements authorized by the TIF Statutes and the TIF Ordinance shall be superior to any other exemption with respect to the Property or portion of the TIF Property granted under any other provision of the Revised Code. The Developer agrees to prepare and file, in cooperation with the City, all necessary applications and supporting documents to obtain the exemption from real property taxation for the Improvements authorized by the TIF Statutes and the TIF Ordinance as soon as practicable following the passage of the TIF Ordinance. The Developer further agrees to (a) refrain from filing any application for exemption that would conflict with the exemption authorized by the TIF Act and the TIF Ordinance, and (b) refrain from any uses of the Project or the Project Site that would conflict with the exemption authorized by the TIF Statutes and the TIF Ordinance. The City and the Developer shall cooperate in good faith to ensure compliance with all applicable requirements of the TIF Statutes and any related statutes necessary or appropriate to provide for the Service Payments. The City shall have no liability or responsibility for (i) the County Fiscal Office's removal of the Project Site from the Original TIF or the processing or approval of the TIF exemptions granted pursuant to the TIF Ordinance, and (ii) the State Department of Taxation's approval of the removal of the Project Site from the Original TIF Ordinance and subsequent approval of the TIF exemptions granted pursuant to the TIF Ordinance, provided that the City shall cooperate with the Developer, at the Developer's expense, in seeking such removal and subsequent exemption. Developer has had the opportunity to review the TIF Statutes, the Original TIF Ordinance and to review and approve the form and substance of the Removal Ordinance and TIF Ordinance, all with consultation with its legal counsel.

Section 2.07 Failure to Make Service Payments. Should Developer, or any successor or assign or any future Owner fail to make any Service Payment, the Developer, or its successors or assigns or future Owner, as applicable, shall pay, in addition to the Service Payments it is required to pay under this Agreement, (a) a penalty that will bear interest at the then-current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as may be amended or replaced after the date of this Agreement, and (b) such amount as is required to reimburse the City for any and all reasonable and actually incurred out-of-pocket costs, expenses and amounts (including reasonable attorneys' fees) required by the City to enforce provisions of this Agreement against Developer, or any successor or assign and any future Owner.

Section 2.08 Statutory Compliance. The City and the Developer shall cooperate in good faith to ensure compliance with all applicable requirements of the TIF Statutes and any related statutes necessary or appropriate to provide for the Service Payments.

Article III

Plans and Specifications - Reviews, Approvals and Permits

The Developer shall submit to the applicable Review & Approval Bodies for review and approval its plans, drawings, and other materials in connection with the Improvements (the "Plans and Specifications"). The City and the Review & Approval Bodies shall not be responsible for, or participate in the development, planning, or preparation of, the Plans and Specifications. The City's review shall be consistent with the applicable City zoning, building, and related code requirements and approvals for purposes of this Article III, including but not limited to the City's Review & Approval Bodies and City Council. The Plans and Specifications shall include, but not be limited, to a site plan, building layout, elevations of structures, parking, landscaping, signage, and any other planning materials that reasonably are required by the City's Review & Approval Bodies for comparable projects in the City. The Developer shall submit the Plans and Specifications to the City's Planning Commission within 30 days of the Effective Date.

The Developer shall prepare the necessary construction drawings and specifications for the purpose of obtaining demolition, building, and construction permits for the Improvements from the City's Building Department and other applicable permitting bodies for the Improvements.

Article IV

Covenants and Obligations of the Developer and Owner; Representations of City and Developer

Section 4.01 Preparation and Filing of Notice of the TIF Exemption. The Developer shall cause a notice to be recorded and prepared in accordance with the provisions of Section 5709.911(C)(1) of the Ohio Revised Code, at the office of the Cuyahoga County Fiscal Officer, requiring future owners of the Project Site to make Service Payments.

Section 4.02 Enforceability of Obligations Against Developer and an Owner. The obligation to perform and observe the agreements contained in this Agreement on the part of the Developer, or any successor or assign and any future Owner, shall be binding and enforceable by the City against the Developer, or any successor or assign and any future Owner with respect to (and only to) such person or entity's interest in its portion of the Project Site, or any parts thereof or any interest therein. In the event Developer, or any successor or assign and any future Owner no longer holds any real property interest in the Project Site, such Developer, successor or assign or future Owner shall have no further obligation under this Agreement.

Section 4.03 Binding Nature of Obligations

(a) Subject to Section 4.02, the duty to perform the obligations of this Agreement shall be binding and enforceable against the Developer, or any successor or assign and any future Owner by the City.

(b) The obligations of the Developer, or any successor or assign and any future Owner under this Agreement shall not be terminated for any cause including, without limiting the scope of the foregoing, but by way of example, delay in completion of or failure to complete the Improvements; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Improvements; commercial frustration of purpose; any change in the constitution, tax or other laws or judicial decisions or administrative rulings or of administrative actions by or under the authority of the United States of America or of the State or any political subdivision of the State. Except as otherwise expressly provided for in this Agreement, nothing contained in this Agreement shall be construed to release the Developer, or any successor or assign and any future Owner from the performance of any of its agreements or obligations contained in this Agreement.

Section 4.04 Payment of Taxes. The Developer, or any successor or assign and any future Owner shall pay or cause to be paid, as the same become due, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against, or with respect to, the property of the Developer, or any successor or assign and any future Owner which is part of the Project Site or any personal property or fixtures of the Developer, or any successor or assign and any future Owner installed or brought therein or thereon (including, without limiting the generality of the foregoing, but by way of example, any taxes levied against the Developer, or any successor or assign and any future Owner with respect to the Developer Improvements, receipts, income or profits from the operations of the Developer, or any successor or assign and any future Owner at the Project, which, if not paid, may become or be made a lien on all or a portion of the Project Site) and all utility and other charges incurred by the Developer, or any successor or assign and any future Owner in the operation, maintenance, use, occupancy and upkeep of that portion of the Project Site held by the Developer, or any successor or assign and any future Owner.

Section 4.05 City's Representations. The City represents, warrants, and covenants to the Developer that as of the Effective Date:

(a) The City is a municipal corporation duly organized and validly existing under the laws of the State and its Charter, and the City has all necessary power and authority to enter into and perform the City's obligations under this Agreement.

(b) The City has taken all actions required to be taken under the laws of the State and under the City's governing documents to approve or authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

Section 4.06 Developer's Representations. The Developer represents, warrants, and covenants to the City as of the Effective Date:

(a) The Developer is duly organized and validly existing as a limited liability company under the laws of the State and is in full force and effect under the laws of the State.

(b) This Agreement has been duly executed, authorized, and delivered by the Developer and is a legal, valid, and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium, or similar

laws in effect from time to time affecting the enforcement of creditors' rights generally and to the extent the same may be subject to the exercise of judicial discretion in accordance with general principles of equity. This Agreement and the transactions contemplated by this Agreement have been approved by the members or manager(s) of the Developer, as necessary and in accordance with the Developer's Operating Agreement and any other document governing the Developer.

(c) This Agreement and the consummation of these transactions are valid and binding upon the Developer and do not constitute a default (or an event which with notice and passage of time or both will constitute default) under its Operating Agreement or any contract to which the Developer is a party or by which it is bound.

(d) The construction of the Improvements will be performed in a professional manner and in accordance with the standard of care normally exercised by well-qualified engineering and construction organizations engaged in performing comparable services in Cuyahoga County, Ohio, and the Public Improvements will be performed in a professional manner in accordance with all City requirements, including but not limited to its Codified Ordinances and other City regulations. The Developer warrants that any materials and equipment incorporated into the Public Improvements will be free from defects, including defects in workmanship or materials for a period of one year from the date of dedication.

(e) The Developer has obtained sufficient funds or financing for completing the construction of the Improvements.

(f) There is no litigation or proceeding or, to the Developer's knowledge, threatened against the Developer, under which an unfavorable ruling or decision is reasonably likely to adversely affect the Developer's ability to carry out its obligations under this Agreement or the ability to construct and complete the Improvements.

Article V

Indemnification

Section 5.01 General Indemnification. In addition to the obligations of the Developer, as set forth in this Agreement, the Developer shall indemnify, defend, and hold harmless the City and its agents, officers, attorneys, employees, and public officials (referred to individually as an "Indemnatee" and collectively, as the "Indemnitees") from and against any and all suits, claims, damages, losses, costs, or expenses (including reasonable attorneys' fees and expert witness fees) arising out of, or resulting from the execution and delivery of this Agreement and the consummation of the transactions and actions contemplated by this Agreement, including but not limited to: (a) the construction of the Improvements; (b) claims, suits, or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Developer, its officer, employees, consultants, subconsultants, and/or subcontractors; (c) injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Developer, its officers, employees, consultants, subconsultants, and/or subcontractors; (d) Developer's failure to comply with any prevailing wage requirements that may be applicable or required under Chapter 4115 of the Revised Code or the City's Charter or Codified Ordinances; (e) any claims that sales and use taxes

are payable with respect to the Public Improvements; and (f) the Developer, or any successor or assign and any future Owner's, failure to make full or timely Service Payments.

Section 5.02 Environmental Indemnification. Developer agrees to indemnify, defend, and hold harmless the Indemnitees, and each of them, from and against any and all claims and losses incurred by Indemnitees related to the construction of the Improvements, including but not limited to Environmental Losses (as defined below). Developer shall pay when due any judgments or claims for damages, penalties or otherwise against Indemnitees, and shall assume the burden and expense of defending all suits, administrative proceedings, mediations, arbitrations and resolutions of any disputes with all persons, political subdivisions or government agencies arising out of the occurrences set forth in this Section. In the event that such payment is not made, Indemnitees, at their sole discretion, may proceed to file suit against Developer to compel such payment.

As used herein, the following terms shall have the following meanings:

"Environmental Laws" means all present and future federal, state or local laws, statutes, ordinances, rules, regulations, codes, orders judgments, decrees and other requirements of governmental authorities relating to the environment (including, without limitation, soil, surface waters, ground water, surface or subsurface strata and ambient or indoor air), human health or to any Hazardous Material or Hazardous Material Activity, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as now or hereinafter amended; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., as now or hereafter amended; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., as now or hereafter amended; the Clean Water Act, 33 U.S.C. Section 1251, et seq., as now or hereafter amended; the Clean Air Act, 42 U.S.C. Section 7401, et seq., as now or hereafter amended; the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., as now or hereafter amended; the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., as now or hereafter amended; and any similar State and local laws and ordinances and the regulations now or hereafter adopted, published and/or promulgated pursuant thereto.

The term "Environmental Losses" shall mean any and all losses, liabilities, damages, demands, claims, actions, judgments, causes of action, defects in title, assessments, penalties, costs and expenses (including, without limitation, the reasonable fees and disbursements of outside legal counsel, accountants and environmental contractors or consultants and the reasonable charges of in-house legal counsel and accountants), and all foreseeable and unforeseeable damages, suffered or incurred, by any Indemnitee, arising out of or as a result of: (a) any Hazardous Material Activity (as hereinafter defined), whether such activity occurred on, before or after the Developer acquired the Project Site; (b) any actual or alleged violation of any applicable Environmental Laws relating to the Project Site or to the ownership, use, occupancy or operation thereof, whether such violation occurred on, before or after the Developer acquired the Project Site; (c) any investigation, inquiry, order (whether voluntary or involuntary), hearing, legal or administrative action or other proceeding by or before any governmental agency in connection with any Hazardous Material Activity, or allegation thereof, whether such activity occurred or was alleged to have occurred on, before or after the Developer acquired the Project Site; or (d) any claim, demand, notice, request

for information, cause of action, summons, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee, which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (a), (b) or (c) above, or any allegation of any such matters.

“Hazardous Material Activity” means any act, occurrence or omission related to any actual, proposed or threatened storage, holding, existence, use, release, migration, emission, discharge, generation, processing, abatement, removal, repair, cleanup or detoxification, disposition, handling, management, treatment or transportation of any Hazardous Material (as defined herein) from, under, into or on the Project Site or the surrounding property, or any other activity, occurrence or omission that causes or would cause such event to exist.

Article VI

Events of Default

The following events are “Events of Default” under this Agreement:

Section 6.01 Events of Default.

(a) The failure of Developer, or any successor or assign or any future Owner (i) to pay, no later than the fifth calendar day following its due date, any Service Payment, or installment of any Service Payment due by Developer, or any successor or assign or any future Owner, including any applicable late payment charges; or (ii) to perform any covenant made by it or any of the requirements imposed on it set forth in this Agreement within 30 days after Developer’s receipt of notice of such failure by the City.

(b) The Developer fails to materially comply with any term, provision, or covenant of this Agreement, and the Developer fails, within 30 days after written demand from the City, to remedy the default, including, without limitation, timely completion of construction of the Improvements, subject to the provisions of Article VIII of this Agreement.

(c) Prior to the completion of the Improvements, the Developer (i) is adjudged insolvent, (ii) admits in writing its inability to pay its debts generally as they become due, (iii) makes a fraudulent transfer, or (iv) makes an assignment for the benefit of creditors.

(d) Prior to the completion of the Improvements, the Developer (i) files a petition under any section or chapter of the federal bankruptcy laws, as amended, or under any similar law or statute of the United States or any state thereof, or (ii) is adjudged bankrupt or insolvent in proceedings filed against the Developer under those laws or statutes.

(e) Prior to the completion of the Improvements, a receiver or trustee is appointed for all or substantially all of the assets of the Developer, which receiver is not discharged within 90 days after the appointment.

Section 6.02 Events of Default by the City. The City fails to materially comply with any term, provision, or covenant of this Agreement, and the City fails, within 30 days after written demand from the Developer, to remedy the default.

Article VII Remedies

Section 7.01 Generally. If any Event of Default occurs, the Developer, shall promptly (and in any event within 30 days after receipt of the written notice, unless a different cure period is specified in the written notice), cure or remedy such Event of Default or, if such Event of Default is of such nature that it cannot be cured or remedied within the applicable cure period, the Developer shall commence its actions to cure or remedy such default within the applicable cure period, and proceed diligently thereafter to cure or remedy such Event of Default. In case such action is not taken or not diligently pursued, or the Event of Default is not cured or remedied within the required time, the City may:

- (a) institute any proceedings that it deems reasonably necessary to recover damages suffered as the result of the default;
- (b) institute any proceedings that it deems reasonably necessary to cure and remedy the default, including, but not limited to, proceedings against the Developer in default to compel specific performance of its obligations; and
- (c) take any other action that it deems reasonably necessary to cure the default at law or in equity.

Section 7.02 Enforcement; Foreclosure of Lien. The provisions of this Agreement with respect to the obligations of a Developer, or any successor or assign or any Owner may be enforced to the fullest extent permitted by law, by the City. It is the intention of the Developer that this Agreement and the covenants contained in this Agreement shall be specifically enforceable by the City, in law or in equity. It is the further intention and agreement of the Developer that this Agreement shall constitute and be deemed a lien encumbering and running with the Project Site to secure the obligation of the Developer, or any successor or assign or any future Owner to make Service Payments, and, if applicable, to pay interest and penalties described in this Agreement, intended to have same lien rights as real estate taxes and the same priority in accordance with Section 323.11 and 5709.91 of the Revised Code. In furtherance of the foregoing, it is the intention of the Developer, or any successor or assign and any future Owner that the City, upon the occurrence of an Event of Default set forth in Section 6.01 of this Agreement, and without limiting any other right or remedy otherwise available to the City, take all such steps as may be legally available to it to foreclose upon such lien pursuant to the procedures and requirements of Ohio law relating to either mortgage liens or delinquent real estate taxes; provided, however, that nothing contained in this Agreement shall be deemed to authorize the acceleration of Service Payments due in future years. The provisions of this Section 7.02 shall encumber and run with the Project Site. Furthermore, the obligations of the City to reimburse Developer or its assigns for the Allowable Costs from the TIF Fund in the manner and the time as provided in this Agreement are intended to be and are obligations of the City enforceable by mandamus, and the City shall disburse amounts held in the TIF Fund (if any) in accordance with this Agreement regardless of any default or claimed default of a future Owner occurring after completion and dedication of the Public Improvements.

Section 7.03 Other Rights and Remedies of City; No Waiver by Delay. If an Event of Default by the Developer remains uncured beyond the applicable cure period, if any, the City will have the right to institute any other actions or proceedings that it deems desirable for effectuating the purposes of this Article, including but not limited to the right to complete construction of the Public Improvements and collect and retain the Service Payments, to pay the costs of construction of the Public Improvements, and to pay any costs and expenses related to exercising or enforcing its rights and remedies under this Agreement.

Any delay by the City in asserting its rights under this Agreement shall not operate as a waiver of those rights by the City or to deprive the City of or limit those rights in any way. It is the intention of the parties that the City shall not be constrained, so as to avoid the risk of being deprived or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches, or otherwise. The City may exercise any remedy at a time when it may still hope to resolve the problems created by an Event of Default. No waiver in fact made by the City with respect to any specific default by the Developer or the Owner under this Agreement may be considered or treated as a waiver of the rights of the City with respect to any other defaults by the other party under this Agreement, or with respect to the particular default except to the extent specifically waived in writing.

Section 7.04 LIMITATION ON LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY DAMAGES FOR LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, REVENUE OR OPPORTUNITY, CLAIMS OF THIRD PARTIES, OR FOR ANY OTHER SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE; provided, however, that nothing contained in this paragraph shall limit Developer's liability for claims of third parties (whether for property damage or personal injury) arising out of the construction and installation of the Public Improvements.

Article VIII

Force Majeure

Except as otherwise provided, neither the City nor the Developer will be considered in default of its obligations under this Agreement, if a delay in performance is due to a Force Majeure Event, to the extent such delay materially affects the performance of such party. As used in this Agreement "Force Majeure Event" means acts of God; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; strikes; labor disputes; insurrections, civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; other weather conditions; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; and unavailability of labor or materials due to the occurrence of any of the foregoing events.

It is the intent of the parties that in the event of the occurrence of any Force Majeure Event, the time or times for performance shall be extended for the period of such Force Majeure Event.

However, the parties seeking the benefit of the provisions of this Article VIII must within five days after the beginning of the Force Majeure Event, notify the other party in writing of the cause and, if possible at the time of notice, the expected duration of the delay caused by the Force Majeure Event.

Article IX

Further Assurances; Full Disclosure; Good Faith and Fair Dealing

The City and the Developer agree to execute such other and further documents as may be necessary or required to consummate or more fully confirm the transactions contemplated by this Agreement. No representation or warranty of any party contained in this Agreement contains any untrue statement of any material fact as of the time such representation or warranty is made and, to the knowledge of each party, no such representation or warranty omits or will omit to state a material fact necessary in order to make the representations and warranties contained herein or therein not misleading. From and after the date of this Agreement, the City and the Developer agree to cooperate with one another in good faith, and to deal fairly with one another, so as to effect the consummation of the transactions contemplated by this Agreement, and to resolve unforeseen conditions arising subsequent to the execution of this Agreement.

Article X

Acquisition and Dedication of Other Interest in Certain Public Improvements

Section 10.01 Acquisition of the Public Improvements through Dedication. Developer acknowledges and agrees that the Public Improvements within the public right-of-way or where otherwise required by the City, may be acquired by the City through the dedication of the Public Improvements by the Developer to the City pursuant to Chapter 1228 of the City's Planning and Zoning Code, subject to the approval and acceptance of the City and the provision of title insurance provided by the Developer in accordance with Section 1228.07 of the City's Codified Ordinances. For the avoidance of doubt, the City shall have no obligation to reimburse the Developer for any Allowable Costs from Service Payments received by the City until such dedication has occurred.

After completion of construction of those Public Improvements which are dedicated to the City, the City shall have the right to make modifications, alterations, replacements or additions to such Public Improvements, at the City's sole cost and expense.

Section 10.02 Permanent Easement for Access to Public Improvements. Developer hereby acknowledges and grants to the City and its agents, a non-exclusive permanent easement upon, across, over, through and above, including light and air, over the Project Site, for access to, the use, and operation, of the Public Improvements within the public right-of-way, as well as those within Developer's privately-owned property, to be evidenced by a separate easement agreement or multiple agreements to be recorded in the records of the Cuyahoga County Fiscal Office, and which will further provide for repair and maintenance of those Public Improvements within Developer's privately-owned property exclusively by the Developer and at Developer's sole cost.

Article XI Miscellaneous

Section 11.01 Notices. Any notice or demand required or permitted to be given by or to either of the parties hereto and every alleged breach of a warranty or representation contained in this Agreement shall be made in writing and shall be deemed to have been given or delivered, as the case may be, when delivered by: (a) hand delivery; (b) express overnight delivery service; or (c) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon: (i) receipt, if hand delivered; (ii) the next business day, if delivered by express overnight delivery service; or (iii) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to City: City of Strongsville
 16099 Foltz Parkway
 Strongsville, Ohio 44149
 Attention: Mayor Thomas Perciak

With a copy to: City of Strongsville
 16099 Foltz Parkway
 Strongsville, Ohio 44149
 Attention: Law Director

If to Developer: Howe Mustang, LLC
 469 Literary Road
 Cleveland, OH 44113
 Attn: Finance Department

With a copy to: WH Burkley LLP
 1500 West Third Street, Suite 300
 Cleveland, Ohio 44114
 Attn: Nick Catanzarite, Esq.

Each party may designate, by written notice, another person or address to whom any communication may be sent. Communications that are sent by messenger services shall be deemed sufficiently sent when delivered. Communications that are sent by overnight delivery service shall be deemed sufficiently sent on the first business day after the date on which such communications are delivered to such overnight delivery service. Communications that are mailed by United States certified or registered mail shall be deemed sufficiently sent on the third business day after the date on which such communications are deposited in the United States mail.

Section 11.02 Powers of the City. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City, including, but not limited to, the City's authority to enter into a similar agreements with any other entity.

Section 11.03 No City Expenditures. Nothing contained in this Agreement shall be construed to require the City to expend municipal funds in connection the performance of this Agreement.

Section 11.04 Non-Discrimination. Developer agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, ancestry, creed, gender, national origin, or disability.

Section 11.05 Non-Waiver. Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition, or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

Section 11.06 Paragraph Headings. The paragraph headings contained in this Agreement are merely for convenience and reference and are not intended to be a part of this Agreement, or in any matter to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

Section 11.07 Legal Relationship of Parties. It is expressly understood and agreed that during the term of this Agreement, Developer shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Developer's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Developer. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Developer, its officers, employees, agents, contractors or representatives; and Developer shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

Section 11.08 No Partnership. Nothing contained in this Agreement shall make, or be deemed to make, the City and Developer a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

Section 11.09 No Personal Liability. All covenants, obligations and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the City other than in his or her official capacity, and neither the members of the legislative body of the City nor any City official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations, or agreements of the City contained in this Agreement.

Section 11.10 Compliance with Certain State Laws. Developer is in compliance with and shall abide by the requirements of Revised Code Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City officials.

Section 11.11 Singular and Plural. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

Section 11.12 Binding Effect and Successors and Assigns. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Developer and their respective partners, successors, permitted assigns.

Section 11.13 Assignments and Transfers. During the development and construction of the Public Improvements, the Developer shall not make any assignments or transfers of the Developer's interest in the Project Site or this Agreement, without the prior written consent of the City, in accordance with procedures required by law. City expressly acknowledges and agrees that Developer may, upon written notice to the City but without further approval, assign its rights to receive reimbursement of Allowable Costs, and the City shall, upon receipt of such notice (which the City may conclusively rely upon without any additional confirmation or investigation), cause any and all payments of Allowable Costs from the TIF Fund to be made pursuant to the instruction of such assignee.

Section 11.14 Governing Law. This Agreement shall be governed by the laws of the State. All disputes arising under this Agreement shall be litigated in the Cuyahoga County Court of Common Pleas or the Federal Court for the Northern District of Ohio and the parties consent to submit themselves to the jurisdiction and venue of that court.

Section 11.15 Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, it shall not affect any other provision of this Agreement.

Section 11.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

Section 11.17 Amendments. This Agreement shall not be amended, supplemented, or modified except by an instrument in writing executed by the City and the Developer, and authorized by City Council when required by law.

Section 11.18 No Construction Against Drafter. This Agreement shall be interpreted to give it fair meaning, and any ambiguity shall not be construed for or against any party.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK]

[SIGNATURE PAGES IMMEDIATELY TO FOLLOW]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

CITY OF STRONGSVILLE, OHIO

By: _____
Thomas P. Perciak, Mayor

HOWE MUSTANG, LLC,
an Ohio limited liability company

By: _____
Nick Catanzarite, Authorized Representative

Certification of Law Director

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2026.

Neal Jamison, Law Director

Certification of Funds

I, Eric Dean, Director of Finance of the City of Strongsville, Ohio, hereby certify that the money to meet this Agreement will be appropriated bi-annually from the South Park Mall Public Improvement Tax Increment Financing (“TIF”) Fund and is in the process of collection from said fund and is free from prior encumbrances.

Date

Eric Dean
Director of Finance

Exhibit A

Legal Description of the Project Site

Legal Description

PPN: 396-24-019

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and known as being Parcel 11B in the Plat of Lot Split of P.P.N. 396-22-001 Creating Parcels 11A and 11B, of part of Original Strongsville Township Lot Nos. 36, 45, and 46, as shown by the recorded plat in AFN 202604210178, of the Cuyahoga County Records and containing 1.7184 acres of land, be the same more or less, but subject to all legal highways.

Exhibit A-1

Lot Split Plat

See attached.

Exhibit B

Developer Improvements

Howe Mustang, LLC proposes to construct an approximately 77,000 square-foot, four-story, 132-key hotel on approximately 1.7 acres of property located near the northeast corner of Howe Road and Royalton Road in the City of Strongsville, Ohio, and generally on the site of the SouthPark Mall (the "Project Site"). The project will include approximately 132 guest rooms, a fitness room, indoor swimming pool, lobby and meeting rooms, 77 outdoor parking spaces, along with all related site improvements and landscaping.

All of the above-referenced improvements will require extensive upgrades to the existing infrastructure on the Project Site, which are inadequate to service the project. Developer intends to install new utility connections, storm water management systems, construct sanitary sewer and water system improvements, off-street parking facilities, demolition and site preparation, landscaping, lighting, and streetscape and sidewalk improvements.

Developer expects to start construction of the Developer Improvements in September 2026 and the anticipated duration of construction of the Developer Improvements is approximately 16 months.

Attached is a site plan which depicts the proposed development upon completion.

Exhibit C

Public Improvements

The Public Improvements consist of:

TIF Funding Estimates SOUTHPARK MALL HOTEL Preliminary Cost Estimates as of 4/27/26					
Category	Description	Quantity	Unit	Unit Price	Total
<i>"Demolition and Environmental Remediation"</i>	Phase 1 Study & Testing	1	Ea	1,950	1,950
	Soil Testing - Geotech	1	Ea	12,900	12,900
	Demolition of Existing Conditions	1	Ea	30,000	30,000
	Erosion Control	2	Acres	2,800	5,600
	Site Work (excavation, fills, grading)	1	LS	300,000	300,000
	Subtotal				\$ 350,450
<i>"water and sewer lines"</i> <i>"stormwater and flood remediation projects necessary for economic development"</i>	Relocate Existing Utilities	1	LS	50,000	50,000
	Hydrants	3	EA	10,000	30,000
	Water Main (incl tees, fittings, reducers)	1	LS	175,000	175,000
	Utilities (storm/sanitary sewer, underdrains, trenching & conduits)	1	LS	611,000	611,000
	Subtotal				\$ 866,000
<i>Public Roads and right of ways/easements</i>	Ring Road Work	1	LS	65,000	65,000
	Concrete - Roads/Sidewalks	1	LS	350,000	350,000
	Mall Parking Lot Improvements	1	LS	85,000	85,000
	Landscaping	1	LS	150,000	150,000
	Lighting	1	LS	125,000	125,000
	Subtotal				\$ 775,000
<i>Planning, Engineering, Professional Fees, and Soft Costs</i>	Civil Engineering	1	Ea	35,000	35,000
	Architectural & Engineering	1	LS	475,000	475,000
	Surveying & Plat Consolidation	1	Ea	5,500	5,500
	Traffic Study	1	Ea	15,000	15,000
	Legal Fees	1	LS	150,000	150,000
	Insurance	1	LS	75,000	75,000
	Interest Expense (@ 7.5%, 16 months)	1	LS	250,000	250,000
	Contingency / General Conditions	1	LS	350,000	350,000
	Financing Costs	1	LS	406,000	406,000
	Subtotal				\$ 1,761,500
	OVERALL TOTAL				\$ 3,752,950

Exhibit D
TIF Ordinance
[See attached]

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 056

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNER OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING **SOUTHPARK MALL HOTEL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND** FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code (the “Revised Code”) Sections 5709.40, 5709.42 and 5709.43 (the “Act”) provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville, Ohio (the “City”) to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment fund into which such service payments shall be deposited; and

WHEREAS, Howe Mustang, LLC, an Ohio limited liability company (the “Developer”), intend to improve, develop, and redevelop a portion of the existing SouthPark Mall property in the City (the “Property”) and currently known as Permanent Parcel Number 396-24-019 in the records of the Cuyahoga County Fiscal Office (as such parcel may be consolidated or split, the “Project Site”) and as more particularly described in the attached *Exhibit A*; and

WHEREAS, the Developer has agreed to improve the Project Site by (i) constructing an approximately 77,000 square-foot, four-story, 132-key hotel, and performing certain demolition, grading, and other related site work on the Project Site, and (ii) constructing the necessary public infrastructure improvements which include the construction, relocation, expansion and installation utilities, sanitary sewer and water system improvements, storm water retention and flood remediation, the provision of gas, electric and communication service facilities, off-street parking facilities, land acquisition, demolition and site preparation, as well as certain streetscape, lighting, street and sidewalk improvements as further described in more detail on the attached *Exhibit C* (the “Project Site Public Infrastructure Improvements”), that once made will directly benefit the Property, the City, its residents, and the general public, and will aid industry and commerce in the City (as described on the attached *Exhibit B*, collectively, the “Project”); and

WHEREAS, the Developer shall pay for and construct the Project Site Public Infrastructure Improvements with its own funds; and

WHEREAS, to improve the flow of traffic in and around the Project Site, this Council may cause the construction of one or more of the public improvements described as “City Public

Improvements” in the attached *Exhibit C* (the “City Public Infrastructure Improvements” and, together with the Project Site Public Infrastructure Improvements, the “Public Infrastructure Improvements”), that once made will directly benefit the Property, the City, its residents, and the general public; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Revised Code Section 5709.42 (the “Service Payments”) to (i) pay certain expenses related to the Project, (ii) reimburse the Developer for all or a portion of the costs of the construction of the Project Site Public Infrastructure Improvements, and (iii) pay costs of the City Public Infrastructure Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Revised Code Section 5709.83; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Public Infrastructure Improvements described in the attached *Exhibit C*, if made or caused to be made, are hereby designated as those Public Infrastructure Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety, and welfare of the City and its residents, and will aid industry and commerce in the City.

Section 2. That pursuant to and in accordance with the provisions of Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is referred to in this Ordinance as the “Improvement” or “Improvements” as defined in Revised Code Section 5709.40) is a public purpose, and 100% of the Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing in the tax year in which the Cuyahoga County Fiscal Officer determines the increase in value with respect to the Improvements for each such parcel (and if any parcels are consolidated, the resulting consolidated parcel) meets or exceeds \$100,000 in true value; and ending on the earlier of (a) the date the Improvements have been exempted from taxation for a period of 30 years or (b) the date on which the City has collected into the Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and the Polaris Joint Vocational School District in the amount of the taxes that would have been payable to both the Strongsville City School District and the Polaris Joint Vocational School District if the Improvements had not been exempted from taxation.

Section 3. That as provided in Revised Code Section 5709.42, the owner or owners of the Improvements are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments,

together with any associated rollback payments, shall be deposited in the **SouthPark Mall Hotel** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and the Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and the Polaris Joint Vocational School District would each have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. That this Council hereby establishes pursuant to and in accordance with the provisions of Revised Code Section 5709.43, the **South Park Mall Hotel** Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Revised Code Section 5709.42, and hereby agrees that moneys in the Fund shall be used for any or all of the following purposes and in the following order:

- (a) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Project Site Public Infrastructure Improvements, including out-of-pocket expenses incurred by the City in connection with the Project (including the fees and expenses of special counsel to the City), and to reimburse the Developer or its successors or assigns, for all or a portion of the monies used to pay such costs of the Project Site Public Infrastructure Improvements as agreed upon between the City and the Developer, and
- (b) after the payment of the items described in item (a) above and the reimbursement to Developer with respect to item (a) above, for the use by the City for other City Public Infrastructure Improvements that directly benefit the Property.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with Revised Code Section 5709.43.

Section 5. That pursuant to Revised Code Section 5709.40, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of Development of the State of Ohio within 15 days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Department of Development of the State of Ohio the status report required under Revised Code Section 5709.40.

Section 6. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

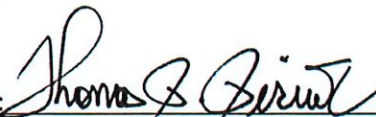
Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to cause the development of the Project to foster economic development which will create jobs and employment opportunities and improve the economic welfare of the people of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.



President of Council

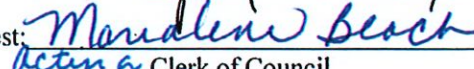
Date Passed: July 27, 2026

	<u>Yea</u>	<u>Nay</u>
Carbone	☒	_____
Clark	☒	_____
Kaminski	☒	_____
Kosek	☒	_____
Roff	☒	_____
Short	☒	_____
Zacharyasz	☒	_____

Approved: 

Mayor

Date Approved: July 27, 2026

Attest: 

acting Clerk of Council

Ord. No. 2026-056 Amended: _____
1st Rdg. 05-18-26 Ref: Finance
2nd Rdg. 06-01-26 Ref: Finance
3rd Rdg. 07-27-26 Ref: _____

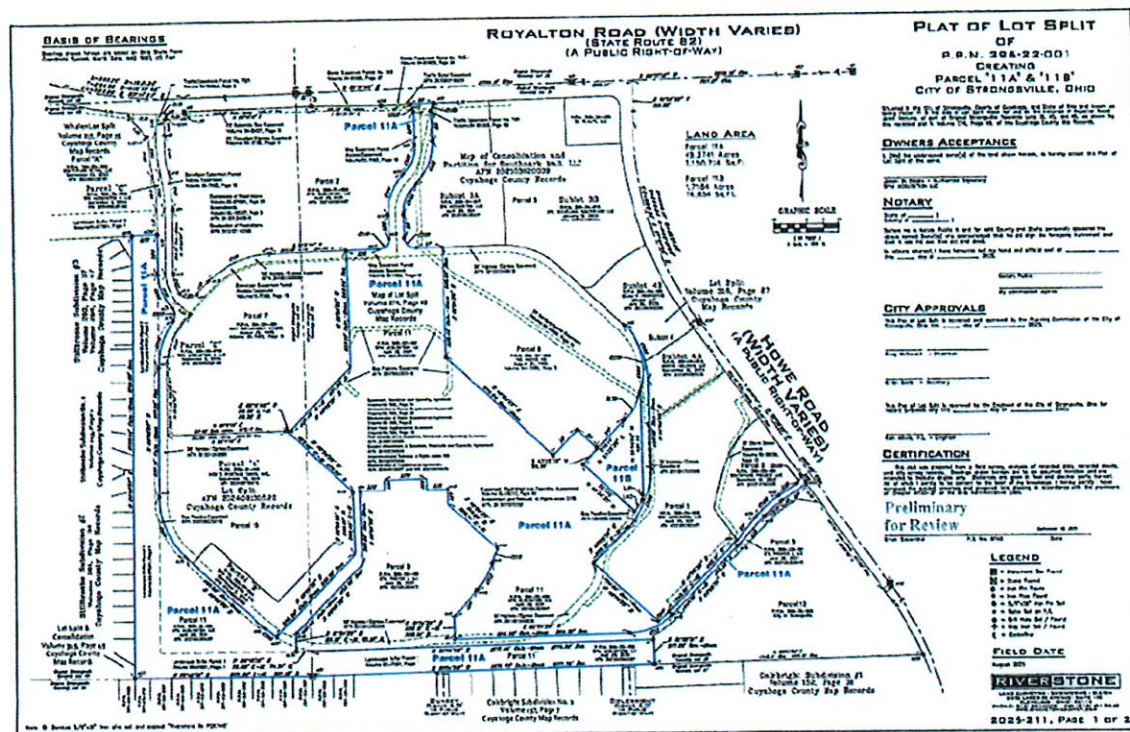
Public Hrg. _____ Ref: _____
Adopted: 07-27-26 Defeated: _____

CERTIFICATE OF POSTING

I, Clerk of Council of the City of Strongsville, Ohio, do hereby certify that Ordinance/Resolution No. 2026-056 was duly posted on 07/28/26, and remained posted for a period of fifteen days thereafter, in not less than five of the most public places in the City as determined by the Council of said City.



acting Clerk of Council
Dated: July 28, 2026



The Property is depicted on the map above as “Parcel 11B,” which is Permanent Parcel No. 396-24-019 (which was previously a part of Permanent Parcel No. 396-22-001).

EXHIBIT B

DEVELOPER IMPROVEMENTS

Howe Mustang, LLC, an Ohio limited liability company (the "Developer"), proposes to construct an approximately 77,000 square-foot, four-story, 132-key hotel on approximately 1.7 acres of property located near the northeast corner of Howe Road and Royalton Road in the City of Strongsville, Ohio, and generally on the site of the SouthPark Mall (the "Project Site"). The project will include approximately 132 guest rooms, a fitness room, indoor swimming pool, lobby and meeting rooms, 77 outdoor parking spaces, along with all related site improvements and landscaping.

All of the above-referenced improvements will require extensive upgrades to the existing infrastructure on the Project Site, which are inadequate to service the project. Developer intends to install new utility connections, storm water management systems, construct sanitary sewer and water system improvements, off-street parking facilities, demolition and site preparation, landscaping, lighting, and streetscape and sidewalk improvements.

Developer expects to start construction of the Developer Improvements in September 2026 and the anticipated duration of construction of the Developer Improvements is approximately 16 months.

Attached is a site plan which depicts the proposed development upon completion.

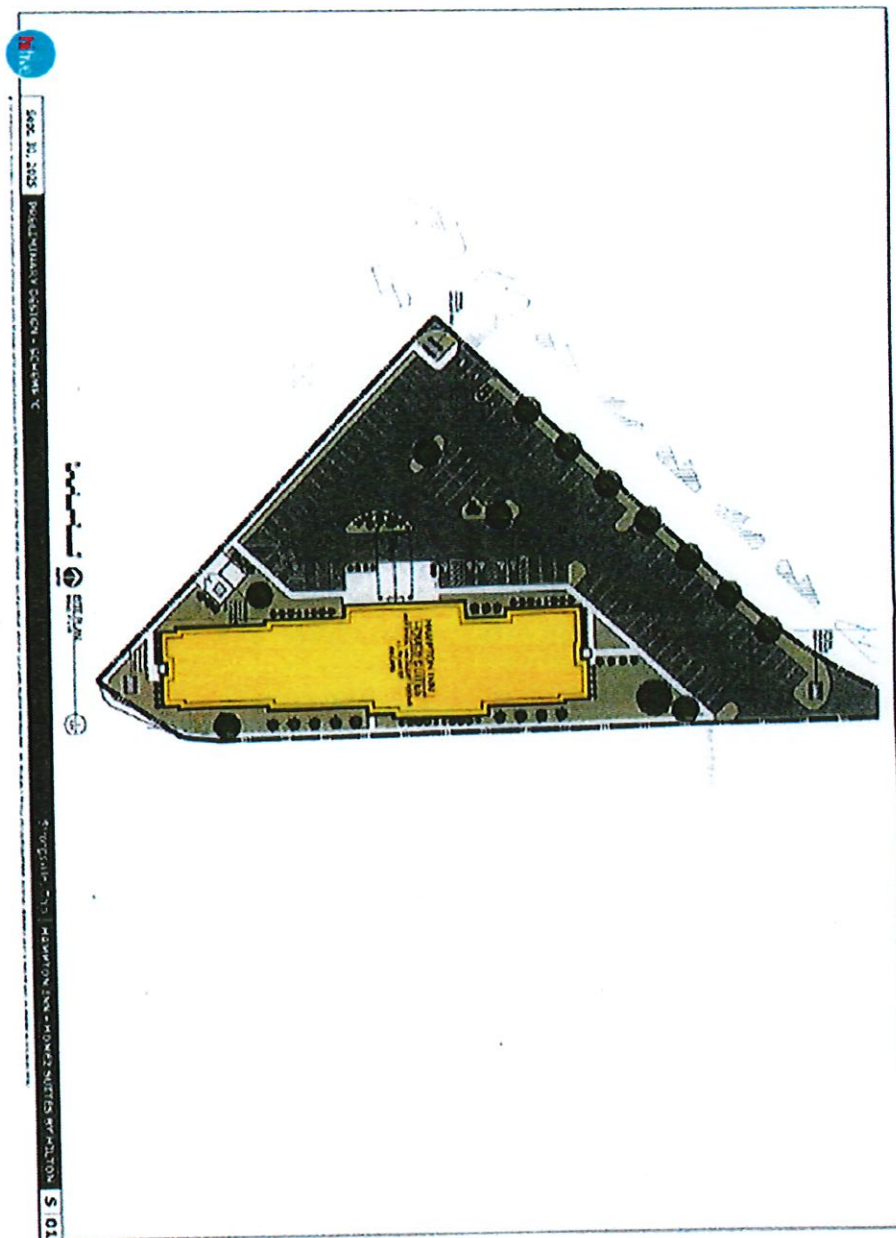


EXHIBIT C
PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of:

(a) Project Site Public Infrastructure Improvements

TIF Funding Estimates SOUTHPARK MALL HOTEL Preliminary Cost Estimates as of 4/27/26					
Category	Description	Quantity	Unit	Unit Price	Total
"Demolition and Environmental Remediation"	Phase 1 Study & Testing	1	Ea	1,950	1,950
	Soil Testing - Geotech	1	Ea	12,900	12,900
	Demolition of Existing Conditions	1	Ea	30,000	30,000
	Erosion Control	2	Acres	2,800	5,600
	Site Work (excavation, fills, grading)	1	LS	300,000	300,000
	Subtotal				\$ 350,450
"water and sewer lines" "stormwater and flood remediation projects necessary for economic development"	Relocate Existing Utilities	1	LS	50,000	50,000
	Hydrants	3	EA	10,000	30,000
	Water Main (incl tees, fittings, reducers)	1	LS	175,000	175,000
	Utilities (storm/sanitary sewer, underdrains, trenching & conduits)	1	LS	611,000	611,000
	Subtotal				\$ 866,000
Public Roads and right of ways/easements	Ring Road Work	1	LS	65,000	65,000
	Concrete - Roads/Sidewalks	1	LS	350,000	350,000
	Mall Parking Lot Improvements	1	LS	85,000	85,000
	Landscaping	1	LS	150,000	150,000
	Lighting	1	LS	125,000	125,000
	Subtotal				\$ 775,000
Planning, Engineering, Professional Fees, and Soft Costs	Civil Engineering	1	Ea	35,000	35,000
	Architectural & Engineering	1	LS	475,000	475,000
	Surveying & Plat Consolidation	1	Ea	5,500	5,500
	Traffic Study	1	Ea	15,000	15,000
	Legal Fees	1	LS	150,000	150,000
	Insurance	1	LS	75,000	75,000
	Interest Expense (@ 7.5%, 16 months)	1	LS	250,000	250,000
	Contingency / General Conditions	1	LS	350,000	350,000
	Financing Costs	1	LS	406,000	406,000
	Subtotal				\$ 1,761,500
	OVERALL TOTAL				\$ 3,752,950

(b) City Public Infrastructure Improvements. The City Public Infrastructure Improvements further include the construction of or improvements to any other public streets (including but not limited to Southpark Center Road, Howe Road, Roylton Road, Shurmer Road, and Pearl Road), utilities, and public facilities in and around the Project Site or directly benefiting or serving the Project Site, including but not limited to traffic signalization, curbs, sidewalks, lighting, streetscapes, and water and sanitary sewer improvements.

Exhibit E

Certificate of Allowable Costs

Pursuant to Article II of the Project Development Agreement (the “Development Agreement”), dated as of _____, 2026, between the City of Strongsville, Ohio (the “City”) and Howe Mustang, LLC (the “Developer”), the undersigned requests reimbursement of Allowable Costs of the Public Improvements under the Development Agreement. All capitalized terms not otherwise defined in this certificate have the meanings given to them in the Development Agreement:

The undersigned authorized representative of the Developer certifies, represents, and warrants, on behalf of the Developer, to the City, that:

1. I have read the Development Agreement and I have reviewed the appropriate records and documents of the Developer relating to the matters covered by this certificate.
2. The amount and nature, the names and addresses of the payees, invoices, and proof of payment of each item of Allowable Costs of the Public Improvements requested in this certificate to be paid are shown in Schedule 1 attached to this certificate. To the extent that any portion of the Allowable Costs were paid to any affiliate or related entity of the Developer, such amounts were not in excess of what would have otherwise been paid for the same services, materials, or expenses in an arms’ length transaction between the Developer and an unrelated third-party.
3. The total Allowable Costs for Public Improvements is \$_____.
4. The Allowable Costs of the Public Improvements constitute Allowable Costs of the Public Improvements as set forth in the Development Agreement and have not been previously paid or reimbursed by the City or any other governmental entity.
5. The Developer is in compliance in all material respects with all provisions and requirements of the Development Agreement, and no Event of Default by the Developer has occurred and is continuing under the Development Agreement.

Howe Mustang, LLC

Authorized Representative

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 093

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN EXCLUSIVE SALES LISTING AGREEMENT CONTRACT FOR PROFESSIONAL REAL ESTATE AGENCY, MARKETING AND ADVISORY SERVICES IN CONNECTION WITH THE SALE OF APPROXIMATELY 87.5 ACRES OF CITY-OWNED VACANT INDUSTRIAL LAND FOR ECONOMIC DEVELOPMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville owns approximately 87.5 acres of vacant industrial land on Foltz Parkway in the City of Strongsville (hereinafter referred to as the "Property"); and

WHEREAS, it is the Council and Administration's belief that the sale of such property would further economic development, provide for the creation or preservation of jobs and employment opportunities within the City of Strongsville, and improve the economic welfare of the citizens of the City and the State of Ohio; and

WHEREAS, by and through Ordinance No. 2025-064, the Council authorized the Mayor to enter into an exclusive sales listing agreement contract with CBRE, Inc., for professional real estate agency, marketing and advisory services in connection with the sale of the City's 87.5 acres of vacant industrial land on Foltz Parkway; and

WHEREAS, this Council and Administration believe it to be in the best interests of the City to extend such exclusive sales listing agreement contract with CBRE, Inc., in order to continue marketing said Property; and

WHEREAS, therefore, Council is desirous of proceeding to extend the contract for such services for one year.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized to enter into an *Exclusive Sales Listing Agreement* contract with **CBRE, INC.** in order to extend such contract for professional real estate agency, marketing and advisory services in connection with the sale of approximately 87.5 acres of City-owned vacant industrial land on Foltz Parkway in the City of Strongsville for economic development purposes, for a period of one year from the date of passage of this Ordinance, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

Section 2. That the funds for the purposes of said contract have been appropriated and shall be paid from the General Fund and/or General Capital Improvement Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to obtain the aforementioned services in order to properly and effectively continue to market and sell City-owned Property to further economic development, provide for the creation and/or preservation of jobs and employment opportunities within the City of Strongsville, and improve the economic welfare of the citizens of the City and the State of Ohio. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2026-093 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____



September 17, 2026

BY ELECTRONIC MAIL: Brent.Painter@Strongsville.org

CITY OF STRONGSVILLE, OH

C/O Mr. Brent Painter

Director of Economic Development

16099 Foltz Parkway

Strongsville, OH 44149

Re: *Exclusive Sales Listing Agreement*
Foltz Industrial Parkway, Strongsville, Ohio 44149 ("Property")

Dear Brent,

Thank you for selecting CBRE, Inc. ("CBRE") to represent you. The terms of our engagement are contained in this agreement ("Agreement").

1. This Agreement shall terminate one year after the above date ("Term").
2. During the Term, you appoint us your exclusive agent with the right to list and market the Property for sale and to negotiate agreements for the sale of the Property (which includes portions thereof). If, during the Term, the Property is removed from the market because escrow is opened or an offer to purchase the Property is accepted, and if the sale is not consummated for any reason, then the Term will be extended by the longer of the number of days that (i) escrow was open or (ii) the Property was removed from the market, but in no event more than 180 calendar days in the aggregate.
3. We will commit the appropriate number of qualified and licensed professionals to this engagement. You authorize CBRE to appoint George Stevens, Mark Truesdell, Jamie Dunford, Keith Keltner, and Anne Rahm (the "Listing Team") to represent you. We have the right to change members of the Listing Team as necessary and appropriate. You have the right to veto the appointment of any licensee to the Listing Team. The Listing Team shall owe you duties of trust, confidence and loyalty.
4. We will offer the Property at an initial listing price of **\$75,000 Per Acre to be further discussed with the City of Strongsville**. However, it is your right to: (a) approve, modify, reject or disapprove any and all proposals and offers as well as any prospective purchasers for the Property and (b) adjust the terms and conditions of any offer made, including but not limited to, adjusting the Property's listing price.
5. We will work with you to create and implement a sales strategy for the Property, including preparation of appropriate and customary marketing materials (such as an offering brochure). In developing the strategy, we will rely on (without requirement to verify) any information provided to us by you, your agents, affiliates and/or any of the Property's managers. However, we will not issue any written marketing materials without your prior written approval. Further, you authorize us to place one or more signs on the Property as we deem appropriate. You agree to reimburse us for reasonable out-of-pocket marketing expenses approved by you, up to a maximum of Zero Dollars (\$0.00). Reimbursement is due upon the receipt of an invoice.

EX.A

6. The success of this engagement relies, in part, on cooperation and communication between us. Therefore, you agree to: (i) provide us with all available information to assist us in marketing the Property; (ii) immediately refer to us all purchase inquiries for the Property; and (iii) conduct all negotiations with prospective purchasers exclusively through us.
7. You represent that you either are the fee owner of or otherwise have control over the Property. You further represent that you have full authority to enter into this Agreement without violating anyone else's rights, or any other agreements or contractual obligations.
8. We will present all offers to you and assist you in developing and negotiating counteroffers until a PSA is signed and all contingencies are satisfied or waived. You agree that you and/or your legal counsel are solely responsible for determining the legal sufficiency of the documents related to this engagement and the tax consequences of any transaction. You are also responsible for evaluating any offers and determining with whom you will negotiate or enter into a transaction. While we may assist you in gathering reasonably available information, we cannot represent or warrant the creditworthiness of any prospect and/or their ability to satisfy their obligations under a purchase agreement. All final business and legal decisions shall be made solely by you. Notwithstanding any designation of us as "agent" in this Agreement, we will have no right, power, or authority to enter into any agreement with any prospective purchaser, real estate broker, or any other person in the name of, on behalf of, or otherwise binding upon you.
9. We will earn (and you agree to pay) a commission in accordance with this Agreement and the attached Commission Schedule (Exhibit "A") if either of the following occur:
 - (a) during the Term, you enter into an agreement to sell the Property to a purchaser, whether procured by us, you or anyone else, and the sale of the Property subsequently closes (whether during or after the Term); or
 - (b) within one hundred twenty (120) days after the expiration of the Term or after the Agreement otherwise terminates (the "Post-Term"), the Property is sold to, or negotiations continue, resume or commence and thereafter continue leading to a sale of the Property to any person or entity with whom, CBRE negotiated (either directly or through another broker or agent) or to whom the Property was submitted during the Term, or to any such person's or entity's successors, assigns, or affiliates ("Existing Prospect"), or you enter into an agreement to sell the Property to an Existing Prospect and the sale of the Property subsequently closes (whether during or after the Post-Term). You agree that CBRE is authorized to continue negotiations with Existing Prospects, and we will submit to you a list of such Existing Prospects no later than fifteen (15) business days following the expiration or termination of the Term; provided, however, that if a written offer has been submitted prior to said expiration or termination date, then it shall not be necessary to include the offeror's name on the list.
10. You agree that we are authorized to cooperate with and, if appropriate, share our commission with "Cooperating Brokers" (such as a broker representing a purchaser). We will be responsible for paying the fee or commission due to the Cooperating Broker (if any) provided the Cooperating Broker: (i) represents the prospective purchaser pursuant to a written agreement, a copy of which is furnished to us prior to the execution of the transaction; (ii) is properly licensed; and (iii) executes and delivers to us an acceptable cooperating brokerage agreement. Market conditions may exist whereby the Cooperating Broker receives an above-standard fee and/or broker bonus. If so, our commission shall be increased by (and you agree to pay) an amount such that we receive no less than 50% of the total fee in accordance with the Commission Schedule. You further agree that we are authorized to extend an offer of subagency to other licensed brokers and salespersons and share our commission with such subagents.
11. If you lease the Property to anyone during the Term or Post-Term, you agree to pay CBRE a lease commission in accordance with Exhibit A.

12. The Listing Team are your designated agents to the exclusion of all of CBRE's other licensees. All other CBRE-affiliated licensees shall be referred to as "Non-Listing Team Agents" and shall be considered Cooperating Brokers. You acknowledge that we are an international brokerage firm and that we may represent prospective purchasers. You desire that the Property may be presented to such persons or entities and, upon written consent pursuant to the **Agency Disclosure Statement** required by Section 4735.57 of the Ohio Revised Code, you agree to any dual representation created thereby. In the event of a dual representation, CBRE shall not disclose the confidential information of one principal to the other, except as expressly authorized by the principals, and CBRE shall establish procedures to protect your confidential information from disclosure to Non-Listing Team Agents representing prospective purchasers. You acknowledge that Non-Listing Team Agents owe duties of trust, confidence and loyalty exclusively to their clients. The Listing Team and Non-Listing Team Agents shall not disclose the confidential information of one principal to the other.
13. Questions regarding environmental and zoning issues may arise during the course of our representation. CBRE is not obligated to perform, and has not made any investigation of the physical conditions or zoning issues relating to the Property. You agree to disclose to us and allow us to disclose to prospective purchasers everything you know (after reasonable inquiry by you) regarding present and future property issues including, but not limited to, structural, mechanical, hazardous materials, zoning and environmental matters affecting the Property and/or the Property's condition.
14. If the Property becomes the subject of foreclosure proceedings before the expiration of the Term, then in our sole and absolute discretion we may: (a) suspend this Agreement until we may elect to reinstate it or (b) terminate this Agreement and enter into a listing agreement with any receiver, party initiating foreclosure, party purchasing the Property at a foreclosure sale, or any other third party.
15. While we are confident that our relationship will be mutually satisfactory, if there is a dispute between us, then we agree to resolve it subject to the following:
- (a) if either party institutes a legal proceeding against the other party relating to this Agreement, the prevailing party shall recover from the non-prevailing party all of its (i) reasonable attorneys' fees and costs, (ii) expert-related fees and costs and (iii) other related expenses. All past due amounts shall bear interest at twelve percent (12%) per annum or the maximum rate permitted in the state in which the Property is located. No party will be entitled to punitive, special and/or consequential damages, and we each waive all rights to and claims for relief other than for compensatory damages; and
 - (b) **WHERE PERMITTED BY LAW, WE EACH KNOWINGLY AGREE TO WAIVE ANY AND ALL RIGHTS TO HAVE A DISPUTE ON ANY MATTER RELATING TO, OR ARISING FROM THIS AGREEMENT DETERMINED BY A JURY.**
16. You and CBRE agree to comply with all applicable laws, regulations, codes, ordinances and administrative orders. Further, we both acknowledge that: (a) it is illegal to refuse to display or lease or sell to or from any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by applicable law and (b) the Property will be offered in compliance with all applicable anti-discrimination laws.
17. This Agreement is our entire agreement and supersedes all prior understandings between us regarding this engagement and is governed by the laws of the state where the Property is located, without regard to its conflict of laws principles. This Agreement will be binding and inure to the benefit of our lawful representatives, heirs, successors, designees and assignees. It may not be altered or terminated except in a writing signed by both you and CBRE. Neither party's failure to exercise any of its rights under this Agreement will relieve the other party of its obligations hereunder. Nothing herein is or may be deemed a waiver or full statement of any of our rights or

remedies, whether at law or in equity, all of which are expressly reserved. If any provision of this Agreement is unenforceable or void under applicable law, the remaining provisions will continue to be binding. This Agreement and the rights, interests or obligations created hereunder will not be assigned by either of the parties without the prior written consent of the other party. We each agree that we have both participated in the negotiation and drafting of this Agreement. You acknowledge that the person signing this Agreement on your behalf has your full authority to execute it. This Agreement will be binding whether signatures are exchanged electronically or by hand, by mail, by fax, by electronic transfer or image, by photocopy or in counterparts. You acknowledge receipt of a copy of this Agreement.

Thank you again for this opportunity. We look forward to working with you.

Very truly yours,

CBRE, Inc.
Licensed Real Estate Broker

By: _____
Name: **Andrew Coleman**
Title: **Managing Director**

AGREED:

City of Strongsville, Ohio

By: _____
Name: **Thomas P. Perciak**
Title: **Mayor**

EXHIBIT A – Commission Schedule

- A. *Sale.* As to sales of real property, CBRE's commission shall be Five Percent (5%) the gross sales price payable by the City to CBRE only. In the event the purchaser is represented by a licensed buyer's representative with an executed representation agreement, the total commission will be Eight Percent (8%) of the gross sales price with a portion paid to the buyer's representative. Gross sales price shall include any and all consideration received or receivable, in whatever form, including but not limited to assumption or release of existing liabilities. In the event this sale is in connection with a "build to suit" transaction, the commission shall be calculated on the gross sales price plus the gross construction cost of the building to be constructed on the Property. The commission shall be earned and paid on the date title to the Property is transferred to the purchaser; provided, however, that if the transaction involves an installment contract, then payment shall be made upon execution of such contract. In the event you contribute or convey the Property or any interest therein to a corporation, joint venture, partnership, or other business entity, the commission shall be calculated on the fair market value of the Property or the portion thereof that is so transferred, and shall be earned and paid at the time of the contribution or transfer. If you are a partnership, corporation, or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a commission in connection with such sale or transfer, the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid at the time of the transfer.

In the event the Property is sold, conveyed, donated, or otherwise transferred by Owner at a discounted price or for nominal or no monetary consideration (including through a deed, donation, or incentive arrangement) to an end user, developer, or third party for the purpose of promoting economic development, job creation, or other public benefit, Broker shall remain entitled to a commission as stated above based on the fair market value of the land as determined by the listing price or a mutually agreed upon appraised value. The intent of this provision is to ensure Broker is compensated in a manner consistent with market-rate transactions, regardless of the actual consideration received by the City of Strongsville.

1. *Definitions.* Under this Agreement the terms "sell," "sale" or "sold" shall mean: (a) an exchange of the Property; (b) the granting of an option to purchase the Property; or (c) any other transfer, conveyance or contribution of a controlling interest in the Property or in the entity which owns the Property, including, but not limited to, situations where you are a corporation, partnership or other business entity and a controlling interest in such corporation, partnership or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property.
2. *Option to Purchase.* If you grant an option to purchase the Property, you agree to pay us a commission in accordance with this Commission Schedule, on the price paid for the option and for any extensions when you receive payment for any such option and/or extensions. If the option is exercised, whether during the Term or after, we will earn a further commission in accordance with this Agreement. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof is applied to the sales price of the Property, then any commission previously paid by you to us on account of the option payments will be credited against the commission payable to us on account of the exercise of the option.

Property: Foltz Industrial Parkway, Strongsville, OH 44149

Seller/Landlord Disclosure of Material Facts, Delivery of Reports, and Compliance with Laws.

Sellers/landlords are hereby requested to disclose directly to buyers/tenants all facts known to sellers/landlords that materially affect the value or desirability of the Property and are not readily observable nor known to the buyer/tenant, including, but not limited to, facts regarding hazardous materials, zoning, construction, design, engineering, soils, title, survey, fire/life safety, proneness to natural hazards such as earthquakes, and other matters, and to provide buyers/tenants with copies of all reports in the possession of or accessible to sellers/landlords regarding the Property. Sellers/landlords and buyers/tenants must comply with all applicable federal, state and local laws, regulations, codes, ordinances and orders, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

Americans with Disabilities Act (ADA). The Americans With Disabilities Act (42 United States Code §12101 et seq.) and other federal, state and local requirements may require changes to the Property. Have your experts investigate and evaluate these matters.

Taxes. Sales, leases and other real estate transactions can have federal, state and local tax consequences. In sales transactions, Internal Revenue Code §1445 requires buyers to withhold and pay to the IRS 15% of the gross sales price within 20 days of the date of a sale unless the buyers can establish that the sellers are not foreigners, generally by having the sellers sign a Non-Foreign Seller Affidavit. Depending on the structure of the transaction, the tax withholding liability can exceed the net cash proceeds to be paid to sellers at closing. Have your experts investigate and evaluate these matters.

Flood Zones. Many lenders require flood insurance for properties located in flood zones, and government authorities may regulate development and construction in flood zones. Whether or not located in a flood zone, properties can be subject to flooding and moisture problems, especially properties on a slope or in low-lying areas. Buyers/tenants should have their experts confirm whether the Property is in a flood zone and otherwise investigate and evaluate these matters.

Fires. Properties, whether or not located in a fire hazard zone, are subject to fire/life safety risks and may be subject to state and local fire/life safety-related requirements, including retrofit requirements. Have your experts investigate and evaluate these matters.

Hazardous Materials and Underground Storage Tanks. Due to prior or current uses of the Property or in the areas or the construction materials used, the Property may have hazardous or undesirable metals (including but not limited to lead-based paint), minerals (including but not limited to asbestos), chemicals, hydrocarbons, petroleum-related compounds, or biological or radioactive/emissive items (including but not limited to electrical and magnetic fields) in soils, water, building components, above or below-ground tanks/containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. If the Property was built before 1978 and has a residential unit, sellers/landlords must disclose all reports, surveys and other information known to them regarding lead-based paint to buyers/tenants and allow for inspections (42 United States Code §4851 et seq.). Have your experts investigate and evaluate these matters.

Property Inspections and Evaluations. Buyers/tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements, the availability of all utilities, applicable zoning, and entitlements for the intended use. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur, and

do not represent the current or future performance of the property. Real estate brokers are not experts concerning, nor can they determine if any expert is qualified to provide advice on, legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials, or other such matters. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. This form is not intended to substitute for any disclosures the law requires that the parties make to each other. These are questions for your attorney and financial advisors.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 094

By: Mayor Perciak and All Members of Council

**A RESOLUTION GRANTING PERMISSION TO REPURCHASE
CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE
STRONGSVILLE MUNICIPAL CEMETERY. [Messer]**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That pursuant to Codified Ordinance Section 1060.09, this Council hereby authorizes the repurchase by the City of Strongsville of a certificate for burial rights in the Strongsville Municipal Cemetery for Graves B and D, in Lot 31 of Section F, from Joseph Messer and Joyce Messer, husband and wife, at the same price that was originally paid therefor.

Section 2. That the funds for the repurchase of said certificate have been appropriated and shall be paid from the General Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Attest: _____
Clerk of Council

RES
Ord. No. 2026-094 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026-095
BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF
THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2026 AND REPEALING ORDINANCE NUMBER 2026-057.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF
CUYAHOGA, AND STATE OF OHIO:

Section 1: THAT THERE BE APPROPRIATED FROM THE FOLLOWING FUNDS AND AS FURTHER DETAILED IN
THE SCHEDULE ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN:

<u>General Fund - 101</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101	Total General Fund	\$ 19,146,154.00	\$ 11,884,268.00	\$ 19,810,000.00	\$ 50,840,422.00
<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,700,000.00	\$ -	\$ -	\$ 1,700,000.00
204	Street Construction & Maintenance	5,858,088.00	7,554,750.00	-	13,412,838.00
205	State Highway Maintenance	-	240,000.00	-	240,000.00
206	Motor Vehicle License Tax	-	400,000.00	-	400,000.00
207	Emergency Vehicle Fund	-	1,032,500.00	-	1,032,500.00
208	Fire Levy	9,835,437.00	1,414,150.00	-	11,249,587.00
209	Fire Pension	1,850,000.00	-	-	1,850,000.00
210	Southwest Emergency Dispatch Fund	652,955.00	13,000.00	-	665,955.00
211	Clerk of Court	-	31,000.00	-	31,000.00
212	Drainage Levy	1,525,700.00	-	-	1,525,700.00
213	Local Fiscal Recovery	-	-	-	-
214	Multi-Purpose Complex	4,085,595.00	2,462,550.00	-	6,548,145.00
215	Southwest General Hospital	-	375,000.00	-	375,000.00
216	Law Enforcement Federal Seizures	-	50,000.00	-	50,000.00
217	Law Enforcement State Seizures	-	5,000.00	-	5,000.00
218	Law Enforcement Drug Fine	-	2,000.00	-	2,000.00
219	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
220	Tree Fund	-	232,500.00	-	232,500.00
222	Community Diversion	-	-	-	-
223	Bond Escrow	-	525,000.00	-	525,000.00
224	Earned Benefits	955,900.00	-	-	955,900.00
225	One Ohio Settlement Fund	-	60,000.00	-	60,000.00
200	Total Special Revenue Funds	\$ 26,463,675.00	\$ 14,407,460.00	\$ -	\$ 40,871,125.00
<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 4,607,545.00	\$ -	\$ 4,607,545.00
333	Pearl Road TIF # 1	-	497,700.00	-	497,700.00
334	Royalton Road TIF	-	178,000.00	-	178,000.00
335	Pearl Road TIF # 2	-	69,450.00	-	69,450.00
336	Pearl Road TIF # 3	-	42,550.00	-	42,550.00
337	Westwood Commons TIF	-	88,000.00	-	88,000.00
338	Giant Eagle TIF	-	116,500.00	-	116,500.00
339	GETGO TIF	-	17,950.00	-	17,950.00
340	Clover Senior TIF	-	122,000.00	-	122,000.00
341	Pearl Road TIF # 4	-	262,250.00	-	262,250.00
342	Cane's/Chase TIF	-	21,900.00	-	21,900.00
343	Brighton Best TIF	-	3,450.00	-	3,450.00
344	Pearl North TIF	-	27,400.00	-	27,400.00
346	Camden Woods TIF	-	112,500.00	-	112,500.00
300	Total Debt Service Funds	\$ -	\$ 6,167,195.00	\$ -	\$ 6,167,195.00

Capital Improvement Capital Project Funds - 400					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 1,825,000.00	\$ -	\$ 1,825,000.00
442	General Capital Improvement	-	13,412,874.00	-	13,412,874.00
447	TIF Capital Improvements	-	337,510.00	-	337,510.00
448	Town Center Improvement Fund	-	-	-	-
400	Total Capital Project Funds	\$ -	\$ 15,575,384.00	\$ -	\$ 15,575,384.00

Enterprise Funds - 500					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,961,800.00	\$ 30,661,700.00	\$ -	\$ 32,623,500.00

Internal Service Fund - 600					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
661	Health Insurance Reserve	\$ -	\$ 8,005,000.00	\$ -	\$ 8,005,000.00
664	Worker's Compensation Reserve	-	360,000.00	-	360,000.00
600	Total Internal Service Funds	\$ -	\$ 8,365,000.00	\$ -	\$ 8,365,000.00
Grand Total All Funds		\$ 47,571,629.00	\$ 87,060,997.00	\$ 19,810,000.00	\$ 154,442,626.00

Itemized list of Transfers and Advances by Fund

Description	Amount
General Fund to Police Pension Fund	1,025,000.00
General Fund to Street Construction Fund	4,400,000.00
General Fund to Fire Levy Fund	6,300,000.00
General Fund to Fire Pension Fund	1,200,000.00
General Fund to Southwest Dispatch Fund	235,000.00
General Fund to Multi-Complex Fund	3,600,000.00
General Fund to Tree Fund	160,000.00
General Fund to Earned Benefits Fund	400,000.00
General Fund to General Capital Improvement Fund	2,500,000.00
Total Transfers	\$ 19,810,000.00
Total Transfers, Advances and Advance Repayments	\$ 19,810,000.00

Section 2: That all expenditures within the fiscal year ending December 31, 2026 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

Section 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4: AS AN ORDINANCE providing for the appropriation of monies and consistent with the City's Charter Article III, Section 13, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, or otherwise at the earliest time allowed by law.

_____ President of Council	Approved: _____ Mayor
_____ Date Passed	_____ Date Approved
Attest: _____ Clerk of Council	

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Zacharyas	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

ORD. No. 2026-095 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 1 of 2

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 420,168.00	\$ 65,800.00	\$ -	\$ 485,768.00
011411	Mayors Office	341,186.00	16,800.00	-	357,986.00
015412	Police Department	12,309,750.00	2,417,900.00	-	14,727,650.00
011413	Human Resources	366,700.00	60,200.00	-	426,900.00
011414	Finance Department	521,355.00	17,500.00	-	538,855.00
011415	Legal Department	563,970.00	70,350.00	-	634,320.00
011416	Communication & Technology	1,009,575.00	851,950.00	-	1,861,525.00
011417	Building Department	990,775.00	213,100.00	-	1,203,875.00
011418	Mayors Court	173,495.00	195,300.00	-	368,795.00
011420	Rubbish Department	-	3,365,500.00	-	3,365,500.00
011421	Cemetery Department	158,025.00	457,718.00	-	615,743.00
011422	Architectural Board of Review	-	4,000.00	-	4,000.00
011423	Planning Commission	135,750.00	67,800.00	-	203,550.00
011424	Civil Service	-	37,200.00	-	37,200.00
011425	Board of Appeals	-	22,850.00	-	22,850.00
011428	Parks Department	148,645.00	318,000.00	-	466,645.00
011429	Public Safety	323,580.00	-	-	323,580.00
011430	General Miscellaneous	-	2,212,150.00	-	2,212,150.00
015434	Traffic Grant	43,225.00	-	-	43,225.00
011435	Economic Development	229,575.00	91,650.00	-	321,225.00
015415	OPIOID Grant	50,830.00	25,000.00	-	75,830.00
015414	Corrections Officers	1,359,550.00	153,700.00	-	1,513,250.00
015413	Regional Dispatch Center	-	1,220,000.00	-	1,220,000.00
011468	Non Government Transfers	-	-	19,810,000.00	19,810,000.00
	Total General Fund	\$ 19,146,154.00	\$ 11,884,268.00	\$ 19,810,000.00	\$ 50,840,422.00
031000	Police Pension	1,700,000.00	-	-	1,700,000.00
046419	Street Repairs	4,692,000.00	4,971,500.00	-	9,663,500.00
046426	Traffic Signal Maintenance	285,088.00	362,250.00	-	647,338.00
046427	Snow Removal	-	1,115,000.00	-	1,115,000.00
046433	Municipal Garage	881,000.00	1,106,000.00	-	1,987,000.00
056000	State Highway Maintenance	-	240,000.00	-	240,000.00
066000	Motor Vehicle License Tax	-	400,000.00	-	400,000.00
075000	Emergency Vehicle Fund	-	1,032,500.00	-	1,032,500.00
085000	Fire Levy	9,835,437.00	917,450.00	-	10,752,887.00
085001	Fire Station Ward 1	-	96,200.00	-	96,200.00
085002	Fire Station Ward 2	-	78,500.00	-	78,500.00
085003	Fire Station Ward 3	-	110,000.00	-	110,000.00
085004	Fire Station Ward 4	-	169,500.00	-	169,500.00
085005	Fire Station Ward 5	-	42,500.00	-	42,500.00
095000	Fire Pension	1,850,000.00	-	-	1,850,000.00
103301	Southwest Dispatch	652,955.00	13,000.00	-	665,955.00
111000	Clerk of Court	-	31,000.00	-	31,000.00
121000	Drainage Levy	1,525,700.00	-	-	1,525,700.00
131000	Local Fiscal Recovery	-	-	-	-
143304	Sports Programs	347,400.00	333,700.00	-	681,100.00
143305	Recreation Administration	634,495.00	734,000.00	-	1,368,495.00
143306	Fitness	419,495.00	160,700.00	-	580,195.00
143309	Town center Park	397,655.00	134,500.00	-	532,155.00
143310	Aquatics	813,000.00	117,400.00	-	930,400.00
143311	Recreation Programs	143,900.00	103,500.00	-	247,400.00
143430	Special Events	-	80,000.00	-	80,000.00
143431	Old Town Hall	8,900.00	17,600.00	-	26,500.00
143439	Senior Services	598,350.00	501,850.00	-	1,100,200.00
143451	Recreation Maintenance	722,400.00	250,300.00	-	972,700.00
143500	Program Refunds	-	29,000.00	-	29,000.00
152000	Southwest General Hospital	-	375,000.00	-	375,000.00
165000	Law Enforcement Federal Seizures	-	50,000.00	-	50,000.00
175000	Law Enforcement State Seizures	-	5,000.00	-	5,000.00
185000	Law Enforcement Drug Fine	-	2,000.00	-	2,000.00
195000	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
204000	Tree Maintenance	-	232,500.00	-	232,500.00
223100	Bond Escrow	-	525,000.00	-	525,000.00
224000	Earned Benefits	955,900.00	-	-	955,900.00
250000	One Ohio Settlement Fund	-	60,000.00	-	60,000.00
	Total Special Revenue Funds	\$ 26,463,675.00	\$ 14,407,460.00	\$ -	\$ 40,871,125.00

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 1 of 2

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	4,607,545.00	-	4,607,545.00
333000	Pearl Road TIF # 1	-	497,700.00	-	497,700.00
334000	Royalton Road TIF	-	178,000.00	-	178,000.00
335000	Pearl Road TIF # 2	-	69,450.00	-	69,450.00
336000	Pearl Road TIF # 3	-	42,550.00	-	42,550.00
337000	Westwood Commons TIF	-	88,000.00	-	88,000.00
338000	Giant Eagle TIF	-	116,500.00	-	116,500.00
339000	GETGO TIF	-	17,950.00	-	17,950.00
340000	Clover Senior TIF	-	122,000.00	-	122,000.00
341000	Pearl Road TIF # 4	-	262,250.00	-	262,250.00
342000	Cane's/Chase TIF	-	21,900.00	-	21,900.00
343000	Brighton Best TIF	-	3,450.00	-	3,450.00
344000	Pearl North TIF	-	27,400.00	-	27,400.00
346000	Camden Woods TIF	-	112,500.00	-	112,500.00
Total Debt Service		\$ -	\$ 6,167,195.00	\$ -	\$ 6,167,195.00
413000	Recreation Capital Improvement	-	1,825,000.00	-	1,825,000.00
421000	General Capital Improvement	-	13,412,874.00	-	13,412,874.00
447100	Pearl & Whitney TIF	-	47,500.00	-	47,500.00
447102	Prospect & Albion TIF	-	21,300.00	-	21,300.00
447103	Goodyear & 5/3 TIF	-	6,300.00	-	6,300.00
447104	42/82 TIF	-	102,000.00	-	102,000.00
447105	Dunkin Donuts TIF	-	10,750.00	-	10,750.00
447106	Pearl & Lunn TIF	-	21,250.00	-	21,250.00
447107	Brighton Best TIF	-	-	-	-
447108	Brew Kettle TIF	-	33,000.00	-	33,000.00
447109	Progressive Quality TIF	-	46,900.00	-	46,900.00
447110	Infinium TIF	-	2,200.00	-	2,200.00
447111	Sprague Road TIF	-	17,500.00	-	17,500.00
447112	Freddy's TIF	-	5,000.00	-	5,000.00
447113	Arby's TIF	-	5,900.00	-	5,900.00
447114	Strickland TIF	-	3,000.00	-	3,000.00
447115	Vitalia TIF	-	14,150.00	-	14,150.00
447116	CCL TIF	-	100.00	-	100.00
447117	Autozone TIF	-	100.00	-	100.00
447118	Schaeffler TIF	-	50.00	-	50.00
447119	Chieffalo TIF	-	50.00	-	50.00
447120	Herzog TIF	-	250.00	-	250.00
447121	Sheelz 8 TIF	-	10.00	-	10.00
447122	Pearl Road #5 TIF	-	200.00	-	200.00
448108	Town Center Improvement Fund	-	-	-	-
Total Capital Projects		\$ -	\$ 15,575,384.00	\$ -	\$ 15,575,384.00
512501	Engineering and Administration	749,800.00	1,044,400.00	-	1,794,200.00
512502	Plant Expenditures	-	27,970,000.00	-	27,970,000.00
512503	Line Expenditures	1,212,000.00	528,500.00	-	1,740,500.00
512504	Sewer Capital Improvements	-	900,000.00	-	900,000.00
512505	Sewer Debt Payments	-	218,800.00	-	218,800.00
Total Sanitary Sewer		\$ 1,961,800.00	\$ 30,661,700.00	\$ -	\$ 32,623,500.00
661000	Health Insurance Reserve	-	8,005,000.00	-	8,005,000.00
664000	Workers Compensation Reserve	-	360,000.00	-	360,000.00
Total Internal Service		\$ -	\$ 8,365,000.00	\$ -	\$ 8,365,000.00
GRAND TOTAL		\$ 47,571,629.00	\$ 87,060,997.00	\$ 19,810,000.00	\$ 154,442,626.00

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 096

By: Mayor Perciak and All Members of Council

**A RESOLUTION ESTIMATING THE AGGREGATE MAXIMUM
AMOUNT OF PUBLIC FUNDS TO BE AWARDED AND
DESIGNATING DEPOSITORIES FOR ACTIVE AND INTERIM
FUNDS OF THE CITY OF STRONGSVILLE FOR A FIVE-YEAR
PERIOD COMMENCING MARCH 16, 2026 TO MARCH 17,
2031, AND DECLARING AN EMERGENCY.**

WHEREAS, the statutes of the State of Ohio provide that depositories for interim and active funds shall be designated by the Council; and

WHEREAS, the last designation of City depositories made pursuant to Resolution No. 2021-019 and subsequently amended at various times, has expired on March 15, 2026; and

WHEREAS, the Director of Finance of the City, therefore, has solicited proposals and received applications from eligible depositories for interim and active funds of the City of Strongsville, and is desirous of proceeding to designate such depositories for a period of five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council estimates the aggregate amount to be awarded to banks to be on deposit as interim and active funds for a period retroactive to March 16, 2026 to March 17, 2031, as follows:

INTERIM AND ACTIVE FUNDS	\$105,000,000.00
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Section 2. That the following depositories be and they are hereby designated by the Council of the City of Strongsville for the deposit of public monies in compliance with the applicable provisions of the laws of the State of Ohio retroactive to March 16, 2026 to March 17, 2031:

FIFTH THIRD BANK
INDEPENDENCE BANK
KEY BANK, NATIONAL ASSOCIATION
PNC BANK, NATIONAL ASSOCIATION
U.S. BANK, NATIONAL ASSOCIATION (CUSTODIAN)
MEEDER INVESTMENT MANAGEMENT (ADVISORY SERVICES)
SYNOVUS BANK (PACE PAYMENT SOLUTIONS)
BANK OF UTAH (ARBITER PAY)
WORLDPAY MERCHANT SERVICES

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 096

Page 2

Section 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City; and for the further reason that it is immediately necessary to provide for the safekeeping of monies of the City of Strongsville and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES
~~Ord.~~ No. 2026-096 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____